सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS

BID DOCUMENT

TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES ON LONG TERM USE IN The Office of the Deputy Director General, Telecom. Enforcement, Resource and Monitoring Cell, Odisha at Bhubaneswar

(TECHNICAL BID)

NAME OF THE TENDERER _____

OFFICE OF THE DEPUTY DIRECTOR GENERAL,
Telecom Enforcement, Resource and Monitoring Cell, Odisha at Bhubaneswar

Price : Rs. 525/-

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Signature of bidder with seal.

Section - I

Govt. of India
DEPARTMENT OF TELECOMMUNICATIONS,
OFFICE OF THE DEPUTY DIRECTOR GENERAL (TERM),
4th Floor, Doorsanchar Bhavan, Unit - IX, Bhubaneswar - 751022.

NIT No. : TERM/OD/Tender-Vehicle/2016/01 **Dated 18/11/2016**

NOTICE INVITING TENDER

PVC tape/Wax sealed TENDERs on behalf of the President of India, are invited under Two Bid System i.e., Qualification Bid and Financial Bid for hiring of **One AC (Indigo/Manza/Hyundai Accent/Swift Dzire or equivalent) & Two Non-AC (Indica/Vista/Indigo/Swift/Swift Dzire or equivalent)** light Motor vehicles **or equivalent** (Diesel Model only) not older than November - 2013 year model, **commercially registered**, from the prospective contractors recognized by the Department of Tourism, Govt. of India/State Govt./Any other reputed public Institution/Body and experience in providing commercial vehicles/cars for the last two Financial years to any Central/State Govt. organization or Public Sector Undertaking.

Schedule to the invitation of tender -

1.	Estimated cost of contract	--	Rs. **10,00,000/- (Approximate)**
2.	Time and last date of issue of Bid Document	--	From Dt. 21/11/2016 to Dt. 08/12/2016 upto 17:30 Hrs.
3.	Time and Date of TENDER/Bid deposit	--	Dt. 09/12/2016 upto 15:00 Hrs.
4.	Time and date of Opening of Qualifying Bid	--	Dt. 09/12/2016 at 15:30 Hrs.
5.	Minimum Validity of Tender offer	--	90 days from the date of opening
6.	Service to be provided	--	Hiring of One AC & Two Non AC Light Commercial Vehicle models not older than November - 2013.
7.	Duration of contract	--	One Year from the date of Award of contract with an option of extension for a further period of 6 (Six) months at the same rate, terms & conditions.
8.	Bid Security (E.M.D.)	--	**Rs. 25000/-** in the form of DD drawn in favour of CAO, O/o The CCA, Odisha at Bhubaneswar.
9.	Performance Security	--	**Rs. 75000/-**

Intending eligible bidders may obtain Bid Document form **Office of The Deputy Director General(Term), 4th Floor, Doorsanchar Bhavan, Unit - IX, Bhubaneswar (Odisha),** on payment of Rs.525/- (Rs. Five hundred twenty five only) (non-refundable) (Rs. 500/- is the cost of the Tender paper and Rs. 25/- is the VAT) in the shape of a DD, drawn in favor of CAO, O/o The CCA, DoT at Bhubaneswar or may download it from "www.dot.gov.in". In case of downloaded tender document, tenderer should submit a DD of Rs. 525/-, drawn in favor of CAO, O/o The CCA, DoT at Bhubaneswar, along with his **bid security envelope. The DD should not be of date later than last date of selling of tender document**. In case of any dispute, decision as per the details given in NIT shall be final.

Director – I,
TERM Cell, Odisha.

Signature of bidder with seal.

SECTION - II

BID FORM

NIT No. : TERM/OD/Tender-Vehicle/2016/01 **Dated 18/11/2016**

To

The DEPUTY DIRECTOR GENERAL (TERM),
TERM Cell, DoT,
4th Floor, Doorsanchar Bhavan, Unit-IX,
Bhubaneswar -751022.
(Odisha)

Dear Sir,

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

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

3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in TENDER document for 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 expiry of that period.

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

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

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

Dated this ..... day of ..... 2016.

Signature of

In capacity of

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

Witness.....

Address .....

Signature

Signature of bidder with seal.

SECTION III

A. BIDDER'S PROFILE

Passport size photographs of the Bidder/ ***authorized Signatory holding power of Attorney***

General:

1. Name of the Bidder/ firm _____

2. Name of the person submitting the Bid whose photograph is affixed Shri/Smt. _____

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

3. Address of the firm _____
_____

4. Telegraphic Address _____

5. Tel. no. with STD code (O)….....……(Fax)…….....…….(R)…….....……

6. Registration & incorporation particulars of the firm:

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

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

7. Name of Proprietor/Partners/Directors _____

8. Bidder's bank, its address and his current account number _____
_____
_____

9. Permanent Income Tax member, Income Tax circle _____
(Please attach a copy of last income tax return)

10. **Infrastructure capabilities:**

    (a) Particulars of vehicles available with the Bidder:

    Type of Vehicle(s) **Registration number**

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

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

Signature of bidder with seal.

SECTION - IV

Certificate on Non-Participation of near Relatives in the Tender

(called for hiring Light Commercial Vehicles on Long Term use for the O/o the DDG (TERM), Odisha Area)
(As required under Section-VII, clause (7) of Bid-Documents).

CERTIFICATE

I _____, S/o _____ , R/O _____ hereby certify that none of my relative(s) as defined in Section-VII, item (7) of TENDER document is/are employed in DDG (TERM) unit as per details given in TENDER document. In case at any stage, it is found that the information given by me is false/in-correct, DDG (TERM) 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 Contractor
Name (caps) _____

Position _____

Date _____

Note : 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 bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

Signature of bidder with seal.

SECTION - V
INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Services to be provided: Mentioned in Section - VIII.

2. **Eligible Bidders**
   (a) Bidder should be recognized from the Department of Tourism, Govt. of India/ State Govt./Any other Public Institution/ Body.
   (b) The bidder should own (minimum One) or on lease sufficient vehicles of model not older than year November - 2013 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership should be produced along with the qualifying bid documents. Lease deed for the vehicle, if any, shall be submitted by successful bidder at the time of agreement.
   (c) If vehicle is not commercially registered, approved supplier, shall get the vehicle commercially registered within one month from the award of the work and submit the proof to the DDG (TERM).
   (d) The bidder shall also submit full details of the vehicles that can be assigned in their favor and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than November - 2013.
   (e) The bidder shall have experience of minimum period of 2 years for similar type of contract of supplying not less than one commercial vehicles/cars to Govt. organization or any Public Sector Undertaking.

3. **Cost of Bidding**
   The bidder shall bear all costs associated with the preparation and submission of the bid. DOT in no case, will be responsible for these costs regardless for 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 **<u>Technical bid consists of</u>** :
   i) Notice Inviting TENDER
   ii) Bid form
   iii) Bidders profile
   iv) Certificate on Non Participate of near relatives in the TENDER
   v) Instructions to the bidders
   vi) General conditions (Commercial) of the contract.
   vii) Special conditions of contract if any
   viii) Services to be provided
   ix) Agreement for vehicle hire
   x) Performance Security Bond Form
   xi) Letter of authorization to attend bid opening.
   xii) Appendix I & II

<u>Financial bid consists of</u> :

Schedule of hiring charges

4.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

4.3 A prospective bidder requiring any clarification on the Bid document shall notify to DOT in writing. DOT shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of TENDER.

5. **Documents required to be submitted for establishing Bidders Eligibility and Qualifications**
   i. Proof of Registration of firm.
   ii. The bidder shall furnish the particulars of past performance with supporting documents.
   iii Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be,
   iv Latest income Tax Return.
   v. Declaration as per Section - IV.
   vi. Valid Service Tax Registration Certificate.
   vii. Power of attorney (if applicable).
   viii. Registration Certificate for Vehicles (minimum One vehicle should be on the name of the firm/proprietor).
   ix. All the documents submitted should be duly attested by a Gazetted officer.

Signature of bidder with seal.

6. **Amendment to bid document**

i) At any time, within 15 days from the date of floating of the Tender, DOT may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
ii) Within 10 days of the floating of the Tender, a bidder can ask for any clarification(s). Beyond 10 days, if any clarification is asked, the same will not be considered.
iii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. **Documents comprising the bid**

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

a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
b. Bid security furnished in accordance with clause 11along with DD towards the cost of the Tender paper or receipt of the payment made towards the cost of the tender paper.
c. A clause by clause compliance as per clause 10.
d. 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 supplier shall quote as per price schedule given in financial bid for all types of vehicles given in the schedule of requirement giving.
ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.
iii) "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance**

A clause-by-clause compliance of service to be provided (SECTION V+VI), and special condition (Section VII) shall be given. In case of deviation a statement of deviation shall be given.

11. **Bid Security**

11.1 Pursuant to clause 9 of NIT, the bidder must deposit a Bid Security as mentioned in Notice Inviting TENDER. The Bid Security shall be in the form of Crossed Demand Draft drawn on any Scheduled Bank in Bhubaneswar in favour of CAO, O/o The CCA, Bhubaneswar, Odisha; valid for 90 days from the date of TENDER opening, may be submitted in separate cover.

11.2 The successful bidder's security will be discharged upon the bidder acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

11.3 **The Bid Security may be forfeited**

a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
b) If the successful bidder fails
i) to sign contract in accordance with clause 18
ii) to furnish performance security in accordance with clause 11 of Section - V
iii) A bid not secured in accordance with para 11.1 shall be rejected by the DOT as non-responsive at the bid opening state and returned to the bidder unopened.
iv) The bid security of unsuccessful bidder will be discharged/ returned as early as possible, but, not later than 30 days after the expiry of period of bid validity.

Signature of bidder with seal.

12. **Format and signing of bid.** The bidder shall prepare one complete set of original bid and one copy of the same clearly marking "original" and 'copy'. In the event of any discrepancy, the original shall govern.

12.1 The original and copy of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.

12.2 The over writing/ erasures in the bid made by the bidder shall be signed by the person signing the bid.

13. **SUBMISSION OF BIDS**

i) The bids should be submitted duly sealed and addressed to DDG TERM, Odisha, 4th Floor , Doorsanchar Bhavan, Unit-IX, Bhubaneswar Odisha and deposited in TENDER box or sent by courier/speed /regd. Post on or before 15:00 hrs of due date.

ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

a. Method of preparation of bid:

Bid for each TENDER 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	**Technical Bid**	Containing bid documents, Bid security (EMD), cost of bid form (In case of downloaded bid form) (DD towards the cost of the Tender paper or receipt of the payment made towards the cost of the tender paper)
Second	**Financial Bid**	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether "Technical" OR "Financial" a 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 that are not submitted in above mentioned manner shall be summarily rejected.**

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

TENDER for HIRING OF VEHICLE "NOT TO OPEN BEFORE (DUE DATE OF TENDER)"
(TENDER no. : TERM/OD/Tender-Vehicle/2016/01, Dated 18/11/2016)

(i) All envelopes (2 inner & one outer) must bear the full address of the Tendering authority at the center of envelope.

(ii) All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

c. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

14. **Bid Opening**

DOT shall open bids 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 bidder before they are allowed to participate in bid opening (Format is given in Section - XI).

15. **Evaluation**

15.1 DOT 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.

15.2 If there is discrepancy between words and figures, the amount in words **shall prevail** prior to detailed evaluation; DOT will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by DOT.

15.3 DOT shall evaluate in detail and compare the substantially responsive bids illustrated below and comparison of bids shall be on the price of the services offered inclusive of all levies and charges **(except Service Tax, which shall be paid as per actual)** as indicated in the price schedule in Financial bid of the bid document.

Evaluation, Criterion for TENDER shall be as follows :

Total Cost, E = A+B*500+C*30+D*2 (for all vehicles taken together for 1500 Kms per vehicle run in a month); Where A = Charges for 1500 Kms/month, B = Charges for Extra run beyond 1500 Kms, C= Charges for Detention hours and D= Charges for Night Halt. (For evaluation, extra run/month, detention hours/month and night halt/month have been taken as 500 Kms, 30 hours and 2 nights respectively.)

15.4 Financial bids shall be opened for those bidders whose Technical bids are found qualified.

16. **Award of Contract**

The DOT shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of indent, give his acceptance along with performance security in conformity with section IX with the bid document.

17. **Right to vary quantities**

DOT reserves the right at the time of award of contract to **increase or decrease up to 25%** of the required quantity of (rounded to next whole number) services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions. Decession of DoT shall be final on this regard.

18. **Signing of Contract**

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

18.2 Upon the successful bidder furnishing the Performance Security the DOT shall discharge its bid security in pursuant to clause 11.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even DOT may make the award to any other bidder at the discretion of DOT or call for new bids.

20. **Period of validity of bids**

(i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DOT as non-responsive.

(ii) A bidder accepting the request of DOT for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

Signature of bidder with seal.

SECTION - VI

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

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

2. Performance Security

2.1 The successful bidder shall deposit an amount equal to **as indicated in NIT** within 2 weeks of conveying DOT's intention for accepting the bid as Performance Security, in addition to the EMD to be converted into performance security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section X of the bid document or FD (prepared on the joint name, for a period of two years or DD drawn in favour of CAO (cash) o/o CCA, DOT Bhubaneswar.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for DOT to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

5. Termination of Contract

5.1 DOT may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by DOT.
(b) If the contractor fails to perform any other obligation(s) under the contract.

5.2 DOT may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. Termination for insolvency

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

7. Force Majeure

7.1 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 form the date of occurrence thereof, neither party shall by reason of such event 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 DOT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

8.1 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 the DDG TERM Odisha In case his designation is changed or his office is abolished then in such case to the sole arbitration of the office for the time being entrusted whether in addition to the function of the DDG TERM Odisha Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the DDG TERM DOT Odisha Bhubaneswar or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

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. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be Office of DDG, TERM, DOT at Bhubaneswar or such other place as the arbitrator may decide.

9. **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 DOT and set off the same against any claim of DOT for payment of a sum of money arising out of this contract or under any other contract made by contractor with DOT.

Signature of bidder with seal.

SECTION - VII

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in Section - IV and general (commercial) conditions of the contract as contained in Section - V and wherever there is a conflict, the provisions herein shall prevail over those in Section - IV and V.

2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

3. DOT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with DOT.

4. DOT reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

5. The liability under relevant sections of Motor Vehicle Act, 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard, under the provision of the law.

6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

7. No sub-contracting is permissible by DOT. The near relatives of all DOT employees {Non-executive employees working in Area of DDG (TERM), Odisha & executive employees (also called Group-A & Group-B officers working in Area of DDG (TERM), Odisha) either directly recruited or on deputation are prohibited from participation in this TENDER. The near relatives for this purpose are defined as:

   Near Relative: - The near relatives are defined as**:**

   (The near relatives of all DOT Employees either directly recruited or on deputation are prohibited from participation in TENDERs and execution of works in the different units of DOT). The detailed guidelines in this regard are given in the following paragraphs :-

   i) The near relatives for this purpose are defined as :

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

   ii) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DOT employees and in view of this as soon as any DOT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non executive employees, this authority is the DDG (TERM). For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is the DDG (TERM).

   iii) The Company or firm or any other person is not permitted to TENDER for works in DOT Unit in which his near relative(s) is (are) posted. The unit is defined as O/o the DDG (TERM)/DDG, Odisha for executive employees (including those called as Gazetted officers at present.

8. The TENDERER(s) 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, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. 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 noticed. The DOT 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 the concerned unit.

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. DOT shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to DOT have to be suitable compensated by contractor.

10. The contractor shall when called upon to do so, place at the disposal of DOT such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule (to be rounded up to next whole number) or requirement in the NIT.

11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to DOT and taxes etc. due to on such vehicles shall be liability of the contractor.

12. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, DOT will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

13. DOT reserves right to counter offer price against price quoted by the bidder.

14. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite Certificate may be shown to DOT as and when demanded.

Signature of bidder with seal.

SECTION - VIII
SERVICES TO BE PROVIDED

1.	**Service**	Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in Odisha State.
2.	**Period of Contract**	Under normal circumstances the contract shall be valid for a period of one year form date of issue of work order. However, contract may be extended for further period up to six months if agreed by the contractor and DOT on the same rate, terms and conditions.
3.	**Quantity**	Estimated number of vehicles to be hired is three (3). However, it should be clearly noted that DOT shall place the order only as per the actual requirement form time to time.
4.	**Unused KMs**	The Kilometers (Kms) not used during a particular month (monthly Kms slab) shall be carried over to the next three months and extra KMs, if any, travelled during the next three months will be adjusted against these unused Kms.
5.	**Duty hrs.**	Ten hours per day on all days of month except Sundays and National Holidays. The normal duty Hrs. shall be from 09:00 Hrs. to 19:00 Hrs. However, actual duty hours shall be specified by actual users of vehicles. Duty time shall commence from the time of reporting at reporting place and shall end at the time of leaving the vehicle by user.
6.	**Notice Period**	I) For regular requirements one day in advance. II) Telephonic intimation shall be considered as notice.
7.	**Reporting Place**	Any place within the jurisdiction of DDG (TERM), Odisha. Actual place of reporting shall be specified by users of vehicles.
8.	**Counting of Distance**	Distance shall be counted from garage to garage. But chargeable distance in this respect shall be actual distance or 5 Km each way, whichever is less.
9.	**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.
10.	**Penalties**	I) In case of break down, vehicles have to be replaced immediately within one hour. In case of non- availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed. II) In case of non-availability of vehicles penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day. III) In case of non-availability of vehicles during extra hours, a penalty of Rs. 200/- per occasion shall be imposed.
11.	**Special**	I) Intending bidder must have a Telephone/Mobile Phone, where requirements of vehicles can be conveyed, for all the 24 hrs., The Contact number must be specified in the bid. II) No vehicle should be supplied having registration in the Name of employee of DOT staff or close relative and Certificate to this effect be given on the body of bill while submitting claim. III) Payment of any Govt. tax or duty for plying the vehicles in Odisha State will be liability of contractor. However, Service Tax shall be paid extra as per actual. IV) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips. V) In rare cases, the vehicle may be asked to move beyond the boundaries of the state of Odisha.

Signature of bidder with seal.

SECTION - IX
AGREEMENT FOR HIRING VEHICLE

This agreement is made on this _____ day of 2016 between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____ , and Department of Telecommunication. (Herein after called the DOT whose term includes its successors and assignees) whose registered office is situated at Sanchar Bhavan, New Delhi and acting through its authorized official Sh._____, at DDG (TERM) Office at Bhubaneswar. The Contractor will provide Commercial vehicles on hiring basis for DDG (TERM) for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Contractor" has deposited Rs._____ (Rupees _____) as interest free Performance Security.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than November - 2013 year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by DOT.

2. The Contractor shall comply with all the terms and conditions of TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorities of DOT indicated in appendix-I shall place an order for their requirement on the official Hire order form Appendix-II (herein after called Hire order) and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4. The Contractor agrees with the DOT and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. Contractor will provide vehicles to DOT not older than year November - 2013model and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.

6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The DOT only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the DOT is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the DOT then the DOT will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.

7. The Contractor will submit bills to the Payment Section of TERM Cell, Odisha, on monthly basis for release of payment by DOT.

8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time, Kms reading and places visited are to be filled in and signed by the users/ DOT officials. On the basis of these duty slips, the bills shall be raised to DOT by the contractor. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 5 kms in each way between user delivery address and the garage/normal parking place.

9. If the Contractor fails to provide the vehicle to DOT and if the service is not found satisfactory enough, the DOT shall have the right to terminate the contract in whole or part as per clause 5 of Section - VI of TENDER Document.

Signature of bidder with seal.

10. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per Clause – 9 (i) of Section – VIII, of Tender Document.

11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause - 9 (ii) of Section - VIII of TENDER Document shall be imposed.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. DOT shall have no liability whatsoever.

13. The Tender Document No. NIT No. TERM/OD/Tender-Vehicle/2016/01 Dated 18/11/2016, which is annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.

14. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. DOT will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.

15. If for any reason the DOT is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the DOT regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the DOT against all such liability.

17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Contractor will also ensure that they will not supply the vehicles to DOT which are either owned by employees of DOT or their near relatives as defined in Sch-IV of Company Act 1959 and Section-VII item (7) & (8) of the TENDER documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Section-IV.

18. 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 the DDG TERM Odisha. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the DDG (TERM), Odisha or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the DDG (TERM), Odisha or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

19. If the Contractor institutes any legal proceedings against the DOT to enforce any of its rights under this agreement it shall be in the legal jurisdiction of DOT where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____

For and on behalf of the DOT
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

1.
2.

Signed _____

For and on behalf of the Contractor
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

1.
2.

Signature of bidder with seal.

SECTION – X
PERFORMANCE SECURITY BOND FORM

1. In consideration of DDG (TERM) Odisha, Bhubaneswar (herein after called the DOT, New Delhi) having agreed to exempt _____(herein after called the said contractor(S) from the demand of security deposit/earnest money of Rs _____on production of Bank Guarantee for Rs._____ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the Bank) _____(herein after referred to as "the Bank") at the request of _____Contractor's do hereby undertake to pay the DDG (TERM) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DDG (TERM) Odisha, Bhubaneswar reason of breach by the said contractor's of any of 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) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar 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 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 one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the DDG (TERM) Odisha, Bhubaneswar , under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar that the DDG (TERM) Odisha, Bhubaneswar 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 contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar or any indulgence by the DDG (TERM) Odisha, Bhubaneswar 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) Odisha, Bhubaneswar .

Dated : _____

For _____
(Indicating the name of the bank)

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

Signature of bidder with seal.

SECTION - XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To,

The **DEPUTY DIRECTOR GENERAL,**
TERM Cell, Odisha.

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 Signatures**
I.		
II.		
Alternate Representative		

Signatures of Bidder
Or
Officer authorized to sign the bid
Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Signature of bidder with seal.

Appendix – I

DEPARTMENT OF TELECOMMUNICATIONS

(Part of Agreement for hiring of vehicles)

Period of Contract: ONE YEAR

Name of Unit: DDG (TERM, DOT, Odisha at Bhubaneswar

Sl. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro/Bharat III/IV/V
1.	DDG (TERM) Odisha	4th floor Doorsanchar Bhavan Unit-IX Bhubaneswar (ODISHA)	1 AC	Do not quote	Indigo/ Manza/Hyundai Accent/Swift Dzire or equivalent (Diesel model)	Not older than November 2013
2.	DDG (TERM) Odisha	4th floor Doorsanchar Bhavan Unit-IX Bhubaneswar (ODISHA)	2 Non AC	Do not quote	Indigo/ Indica Vista / Swift / Swift Dzire or equivalent (Diesel model)	Not older than November 2013

Signed _____
(on behalf of DOT)
Name (caps) _____

Position _____

Date _____

Signature of bidder with seal.

Appendix-II

DEPARTMENT OF TELECOMMUNICATION

Hiring Order
(Only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____(the Contractor) and _____, the Authority (the DOT)

Order details :-

DOT's order number _____
Contractor's reference _____
Name of hiring unit _____
Designation of authority hiring _____
Delivery address _____
_____

Vehicle details:-

Make _____Model (year of manufacture) _____

Fuel used _____Horse Power (cc) _____ BS I/II/III/IV_____

Any other details _____

Hire details
Vehicle delivery date _____ Period of hire (months) _____
Monthly hire charge Rs. _____
Contracted monthly mileage _____ Kms.

Signed _____
(On behalf of DOT)
Name (caps) _____

Position _____

Date _____

Signature of bidder with seal.

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS

BID DOCUMENT

TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES ON LONG TERM USE IN The Office of the Deputy Director General, Telecom. Enforcement, Resource and Monitoring Cell, Odisha at Bhubaneswar.

(FINANCIAL BID)

NAME OF THE TENDERER _____

Signature of bidder with seal.

OFFICE OF THE DEPUTY DIRECTOR GENERAL
(Telecom. Enforcement, Resource and Monitoring), Odisha at Bhubaneswar

SECTION – XII
SCHEDULE OF HIRING CHARGES

NIT No. : TERM/OD/Tender-Vehicle/2016/01 **Dated 18/11/2016**

I. **Monthly Basis**

Sl. No.	Type of Vehicle		Hire charges per vehicle per month for 1500 Kms Run for 10 hours	Rate per Km beyond 1500 Kms run (Rs.)	Rate per hour for detention beyond duty hour (Rs.)	Rate per night halt (Rs.)
			A	B	C	D
1	**AC Swift Dzire/ Indigo/Manza/ Accent** or EQUIVALENT (DIESEL MODEL)	**In Figures**				
		In Words				
2	**NON-AC Swift Dzire/ Swift/ Indigo/ IndicaVista/** or EQUIVALENT (DIESEL MODEL)	**In Figures**				
		In Words				

II. Daily basis:

Sl. No.	Type of Vehicle		Hire charges per vehicle per day for 80 Kms run for 10 hours.		Rate per Km beyond 80 Kms run (Rs.)	Rate per hour for detention beyond duty hour (Rs.)	Rate per night halt (Rs.)
			In figures (Rs.)	In words (Rs)			
			A		B	C	D
1	**NON-AC Indigo/Manza/ Accent/ Swift/ Swift Dzire** or EQUIVALENT (DIESEL MODEL	**In Figures**					
		In Words					

Note : 1.Rates quoted for daily basis shall not be evaluated but I shall be bound to provide additional vehicles required at per day rates.

2. Evaluation Criterion: **Total Cost, E = A + B*500 + C*30 + D*2,** for all three vehicles (1 AC & 2 Non-AC) taken together. (For evaluation, extra Km run/month, detention hours/month and night halt/month have been taken as 500 Km, 30 hours and 2 nights respectively.)
3. The bid having least value of E (For monthly basis) shall be considered as L1.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. 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.

Note: Rates are inclusive of all Taxes, levies, and duties except Service Tax. The Service Tax shall be paid as per actual.

Dated _____/____/_____ Signature of the Bidder _____

Name of Bidder _____

Signature of bidder with seal.