



**Government of India
Ministry of Communications
Department of Telecommunications
Office of DDG (TERM) Cell, Kerala
Gandhi Nagar, Kochi 682 020.**

E-Tender No. : TERM Kerala/9-1/Tender - Vehicle/2016-17/01

BID DOCUMENT

Hiring of Vehicle for the office of DDG (TERM) Kerala,

Department of Telecommunications,

Ministry of Communications

Price of Bid Document: 210/-

Contents of Tender Document for Qualifying Bid

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**TERM Kerala/9-1/Tender - Vehicle/2016-17/01****Dated: 30/11/2016****1. TENDER NOTICE**

1.1 e-tenders on behalf of the President of India, are invited under Two Bid System i.e. Qualification Bid and Commercial Bid from Travel Agencies for providing Services of vehicle on hired basis for the office of DDG (TERM) Kerala for a period of one year from the date of contract. Requirements are as follows:

Description of services	Type of vehicle	Quantity NON A/C	Quantity A/C	Place
Hired Vehicle on Monthly Basis	Indica/Swift / Ritz or vehicles equivalently or above	1	0	Kochi
	Verito/Indigo/Swift Dzire or vehicles equivalently or above	0	1	Kochi

1.2. Accessibility of Tender Document: Tender document can be obtained by downloading it from the website <https://eprocure.gov.in> or www.dot.gov.in.

1.3 Sale of physical copy of Tender Document: Not Applicable since process of e-tendering is adapted for this tender and thus physical copy of the tender would not be sold.

1.4 The Price of tender document, Rs 210/-. Account Payee Demand Draft from any of the Scheduled Bank in favor of **Communication Accounts Officer, O/o CCA, Kerala, payable at Thiruvananthapuram** may be submitted offline on or before **13 Hrs of 30/12/2016** to **AD1, Office of DDG (TERM) Kerala, CTSD Complex (BSNL), Gandhi Nagar, Kochi 682020.** in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE' (30/12/2016, 14.30 Hrs). and scanned copy of DD is to be uploaded online along with other tender documents.

1.5. Schedule:

Last date & time for receipt of tenders : 30/12/2016, Time 13:00 hrs.

Date & Time of online opening of Qualification Bid : 30/12/2016, Time 14:30 hrs.

Date & Time for opening of Commercial Bids : To be notified later for technically qualified bidders.

Place of opening the Tenders

**: Chamber of Director-2 (TERM)
Office of DDG (TERM) Kerala
Department of Telecommunications,
CTSD Complex (BSNL), Gandhi Nagar,
Kochi – 682020, Kerala**

Validity of Tenders

: 180 days from the date of opening of tenders.

1.6. Submission of Tenders: Tenders have to be submitted only online at <https://eprocure.gov.in/eprocure/app> in two bid systems i.e. (a) Qualification Bid and (b) Commercial Bid in the prescribed Proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with tender documents. Tender submitted by any other mode will not be accepted. The list of documents to be submitted along with the qualification bid and the commercial bid is detailed in Section 2.4.1.

The interested Travel Agencies may submit the tender complete in all respects along with Earnest Money Deposit (EMD) of Rs.12000/- (Rupees Twelve Thousands Only) Rs.6,000/- each for each type of vehicle in the form of account payee DD drawn in favor of “Communication Accounts Officer O/o CCA (Kerala)” Payable at Thiruvananthapuram. The DD has to be submitted offline before 13 Hrs of 30/12/2016 to AD1, Office of DDG (TERM) Kerala, CTSD Complex (BSNL), Gandhi Nagar, Kochi 682020. in the same Sealed Envelope as that of Price of tender document and scanned copy of DD is to be uploaded online along with other tender documents. **Tenders received without the requisite Earnest Money Deposit (EMD) of Rs.12,000/- (Participant for two vehicles) or 6,000 (Participant for one vehicle) shall be rejected and returned to the bidder without opening commercial bid. The tenders shall not be entertained after this deadline under any circumstances whatsoever.**

1.7. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DDG (TERM), Kerala, Department of Telecommunications in this regard shall be final and binding on all.

1.8. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

(K R Revi)
Assistant Director-1(TERM)
Office of Dy.Director General(TERM)

2. GENERAL INSTRUCTIONS FOR BIDDERS

2.1. Parties:- The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Government of India through the Deputy Director General(TERM), Kerala, Department of Telecom for and on behalf of the President of India.

2.2. Duration:- The duration of the contract shall be for a period of one year from the date of award of work order. However, competent authority can extend this duration for a period of maximum 1 Year on mutual agreement with the same terms and conditions.

2.3. Earnest Money:

- i) Earnest Money of Rs.12000/-(Rupees Twelve Thousands Only) {Rs.6, 000/- each for each type of vehicle} in the form of Demand draft of any nationalized bank must be submitted by bidders offline to AD1, O/O DDG (TERM), CTSD BUILDING, GANDHI NAGAR, ERNAKULAM- 682020 before 30/12/2016; 13 Hrs. The validity of the Demand draft must be up to 3 (Three) months. The Demand draft shall be in favor of “Communication Accounts Officer O/o CCA (Kerala)” Payable at Thiruvananthapuram. Scanned copy of DD has to be uploaded along with requisite bid documents online. The EMD in respect of the agencies which do not qualify the Qualifying Bid/Commercial Bid shall be returned to them without any interest .However the EMD in respect of the successful tenderer shall be either returned (without Interest) or adjusted towards the performance security deposit after finalizing the Tender.
- ii) 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.
- iii) 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 Demand draft will be forfeited to the Government.
- iv) The tenders without document fees and/or Earnest Money or DD incorrectly addressed will be summarily rejected.
- v) No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- vi) Earnest Money shall be forfeited in case of the following—
 - a. If the bidder withdraws or amends its tender or increase in rates after opening of the tender but before the validity of the quotation expires.
 - b. On refusal to enter into contract after award of contract.
 - c. If the work is not commenced on the date of starting the work after work is awarded to the contractor.

2.4 Receipt and opening of Tenders

2.4.1 Pre- Qualification Requirement for Bidders:

The bidders should furnish the under mentioned information in the 'Proforma for Qualifying bid' failing which their bids will not be considered.

- a. Name of the firm, Address and Telephone Number
- b. Name of the Contact Person, Telephone/Mobile Number
- c. Name of the bank (With full address)
- d. Bank Account Number
- e. PAN No. (Photocopy of PAN Card is to be enclosed)
- f. Service Tax Registration Number, where applicable. (Photocopy of Registration Certificate is to be enclosed)

2.4.2. The bidder should submit an affidavit (for proprietor firm) / copy of partnership deed (for partnership firm) / registration certificate of the firm (for Private Ltd/Public Ltd Co).

2.4.3. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover for the vehicles in favour of proprietor/partners/firm as documentary evidence in support of each vehicle.

2.4.4. The bidder should submit a copy of the latest Service Tax return, if applicable.

2.4.5. The bidder should submit a copy of latest income tax assessment form issued by IT Dept. If ITR is yet to be processed, then proof of filing of IT return for immediate previous year is to be enclosed.

2.4.6. The bidder should submit DD towards EMD for the requisite amount. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids submitted online without submission of DD/banker's cheque offline as per para 1.6 of NIEt shall be rejected. This is in addition to the DD towards cost of tender as detailed in Para 1.2

2.4.7. Details of vehicles are to be given in the format provided in Qualifying Bid in Annexure I.

2.4.8 Tenders uploaded online at <https://eprocure.gov.in/eprocure/app> will be opened on the date and time indicated in the NIEt in the presence of tenderers / their authorized representatives – either of them should be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding tenderer as per Annexure-II of NIEt.

2.4.9 If due date of opening of tender is declared to be a holiday subsequently, the tender would be opened on the next working day at the scheduled time.

2.4.10 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department

2.5 Preparation and Submission of Tender:

The tenders have been invited under **two bid system i.e. Qualifying Bid and Commercial Bid**. The agencies are advised to submit the bids as given below,

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

2.5.2 All rates shall be written both in figures and in words. In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail.

2.5.3 NleT (page 1 to 14 along with scanned copy of DD towards Earnest Money Deposit & price of tender document) and duly filled in Annexure I, II, III (Page 15 to 18 with requisite enclosures should be uploaded as '**Qualifying Bid**' duly signed and stamped on each page for having accepted the General and Special Terms and Conditions. Originals will be verified at the time of TEC. Non submission of any of the above documents will result in rejection of the tender.

Annexure V (Commercial Bid) (Page 20 to 22) in excel format (BOQ) duly filled in and digitally signed is to be uploaded in the e-procurement portal as provided.

2.5.4 'Commercial Bid' of those Agencies / firms who fulfil the terms & conditions as specified in NleT and who have submitted Annexure I, II, III thereof duly filled in & complete in all respects along with requisite documents will only be opened separately on a specified date and time to be intimated to the respective bidders. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

2.5.5 Only tenders complete in all respects and uploaded on or before the due date and time shall be considered.

2.5.6 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.

2.5.7 DoT reserves the right to reject any or all tenders without assigning any reasons what-so-ever.

2.5.8 DoT reserves the right to award the contract to one or more parties.

2.5.9 The tender shall be valid for a period of at least 6 (six) calendar months from the date of opening of the tenders.

2.5.10 The bidders should satisfy themselves before submission of the tender that they meet the qualifying criteria and capability as laid down in the tender documents.

2.6. Cost

2.6.1 The rate to be quoted for vehicle on monthly basis up to 1500 Km use in a month. The price quoted shall be firm and final for the entire period of contract.

2.6.2 Taxes will be paid as applicable

2.6.3 Terms of payment as stated in the Tender Documents shall be final.

2.6.4 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.

2.6.5 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures the rates indicated in the words shall prevail. All overwriting/cutting, insertion needs to be authenticated.

2.7. Validity of the Bids:

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

2.8. Opening of Tender:

The bidder is at liberty to present either himself or authorize, not more than one representative at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder(Annexure –II) and proof of identification.

2.9. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of qualification information furnished in form given in Annexure-I and then on the basis of commercial information furnished in form given in Annexure-V. The Commercial bid (Annexure-V) of such firms found valid based on qualifying parameters (as per Annexure-I) will be opened on the date, time and venue to be announced after evaluating the Qualifying Bid. The award of work will be further subject to any specific terms and conditions of the contract. Lowest bidder as evaluated in the Sl.No. E5 & F5 in the Annexure-V will be awarded the Tender respectively for AC and Non AC.

2.10. Right of Acceptance:

2.10.1 The Competent authority reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of competent authority in this regard shall be final and binding.

2.10.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

2.11. Communication of Acceptance:

Successful Bidder will be informed of the acceptance of his tender.

2.12. Security Deposit:

2.12.1 The estimated value of the Tender is Rs 7.5 Lakhs for two vehicles approximately. The successful bidder will have to deposit a performance security (Security Deposit) within 7 days from the date of acceptance of the tender of 5% of the value of the each contract in form of Demand Draft drawn in favor of "Communication Accounts Officer O/o CCA (Kerala)" Payable at Thiruvananthapuram or a Fixed deposit Receipt/ Performance Bank Guarantee as per annexure –III from a Commercial bank for the amount valid for the period extending at least three months beyond the date of completion of the contract. The Security Deposit will not be adjusted against any payment due to the firm from this office.

2.12.2 The Fixed deposit Receipt/Bank Guarantee/ demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Fixed deposit Receipt/Bank Guarantee/demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

2.12.3 The security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

2.13. Penalty:

2.13.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Telecom.

2.13.2 In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

2.13.3 The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided.

2.14. Disclaimer: The near relatives of employees of this office are prohibited from participation in this tender. A declaration in the given format (Annexure-IV) stating no relation to the staff of this office is to be furnished. The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family.

(b) Their 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) and sister's husband (brother-in-law).

2.15. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

2.16. Subletting of Work:

The firm/party shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority which he/she will be at liberty to refuse if she/he thinks fit.

2.17. The tender is not transferable. Only one tender shall be submitted by one bidder.

2.18. Terms of payment:

2.18.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

2.18.2 The contractor shall submit the bills at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment. The service tax remittance, if any, in respect of the previous month may also be attached along with the current month bill.

2.18.3 All payments shall be made by cheque/DD/Account transfer only, in the name of the contractor.

2.18.4 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties if any.

2.18.5 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.

2.19. 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. 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 for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the DDG(TERM), Kerala. The provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under and in force shall be applicable to such proceedings.

2 SPECIFIC TERMS AND CONDITIONS

3.1. Vehicle

3.1.1. Reporting place for the vehicle shall be any place within the jurisdiction of TERM Cell Kerala. The user of vehicle shall specify the actual place of reporting. The duty timings shall be 10 hours between 09.00 hrs to 19.00 hrs a week, except Saturday and closed holydays, normally, however the timings and days may vary depending on the actual requirements. OT charges will be paid extra if total hours in a day exceed 10 hours. If the vehicle is required essentially on any Sunday/National Holyday the contractor should provide the vehicle. For this normal OT will be recommended per hour provided that weekly off has not been availed for that week. For National holidays normal OT charges will be paid.

3.1.2. To the extent possible, the contractor will have to make efforts to provide the vehicle whose Registration no. is indicated in the bid. However, in case of non availability of the specified vehicle, the contractor can provide an alternative vehicle of equivalent variant model or above version/make/model, in lieu of the assigned vehicle within 1 hour. But the payment will be released according to the approved rates to the contractor. A penalty up to Rs.500/- per case shall be imposed on the contractor in case of failure to do so, in addition to the penalty mentioned in 2.13.

3.1.3. The vehicle provided by the contractor must be in excellent condition, not older than **December 2013 model** and must have proper and complete documents, which should be shown to the user if asked for.

3.1.4. The vehicle being sent by the tenderer will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs.500/- per case shall be imposed on the contractor.

3.1.5. The vehicle registered under Taxi Quota only should be provided. Private vehicle shall not be accepted.

3.1.6. The vehicle will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc at the contractors cost.

3.1.7. The provided vehicle must be fully and comprehensively insured covering the risk to the driver at the contractors cost.

3.1.8. More than one vehicle depending upon the requirement can be called at any time during the day and night. The additional vehicle should be provided at the same rates on daily basis as per the actual requirements of office.

3.1.9. The vehicle sent to the office on requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/ passenger tax/border tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.

3.1.10. The details of vehicle along with photocopies of lease agreement and registration book/RC should be attached with the tender (Qualification Bid).

3.1.11. Vehicle to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicle shall be rejected and no payments shall be made for the same.

3.1.12. Vehicle should be provided with two sets of stain free white seat cover and replaced every week and/ or found dirty. In case of non-compliance of the condition, a penalty up to Rs.100/- per case shall be imposed on the contractor

3.1.13. Sign board should be used during duty timings and is to be handed over to the office after duty hours.

3.2. Contractors

3.2.1. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.

3.2.2. The contractor should have a valid registered/Licensed Travel agency.

3.2.3. The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.

3.2.4. Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately, with encashment of the security deposit.

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

3.2.6. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.

3.2.7. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.

3.2.8. The contractor shall be fully responsible for any loss or damage to the vehicle.

3.2.9. Only such contractors may apply whose vehicle have been duly authorized by the concerned RTO for use as public transport.

3.2.10. The contractor must have trained drivers on their employee roll.

3.2.11. In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder. In such cases, no payments (pending or future) shall be released against the original contractor and tenderer will be debarred from participation of tenders of TERM Kerala for the next two years.

3.2.12. When the vehicle is used between 22.00 Hrs and 05.00 Hrs, 'out station night halt charge' as per the Annexure-V as applicable, will be paid extra.

3.3. Drivers

3.3.1. The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge.

3.3.2. The driver would also be equipped with Mobile phone.

3.3.3. The drivers should be residents of Kerala and preferably reside within 08 Km of the Office.

3.3.4. No payments will be given for lunch/tea of the driver. Driver should make his own arrangements.

3.3.5. Driver of the vehicle requisitioned by this office will report to the officer to whom the vehicle is allotted and assist in petty works like postage of letters, delivery/pickup of letters/items from specified.

3.3.6. The driver shall not leave the office without permission and shall not do any private work. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.

3.3.7. The driver will do the maintenance work, re-fueling etc on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.8. The driver must be punctual and arrive on specified time on specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.9. Drivers must not use their mobile phones or stop for personal works while driving. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.10. Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis. (In addition to the penalties mentioned in clause 2.13 above).

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

3.3.12. The drivers may be asked to do overtime and may be called on holidays/weekends and on odd times depending on the necessity and he should be prepared for such events. It will be a contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Failure will attract suitable penalties.

3.4. Meter Reading

3.4.1. Meter reading will start/terminate from point of pickup/ drop respectively. No extra kilometers shall be added as distance from the garage to point of pickup/drop. Monthly contract shall be 1500 KM per month, and in case of KM running is less than 1500 KM in a month, unspent remaining KMs will be carried forward for next one month without any extra KM charges. And charges for extra KM quoted will be paid after adjusting unspent KMs for the previous period of two months, and if there is no adjustment for the previous period, extra KM in excess of 1500 KM will be paid as quoted. If the vehicle is not called on any day due to any Dept reasons, the total KMs for that day will be treated as 0 (Zero).

3.4.2. The drivers of the vehicle will maintain Log Sheets, which will be supplied by this office. The entries in the log book must be got certified by the officer himself on the daily basis

3.4.3. Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.

3.4.4. The tampering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.

3.4.5. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the security deposit.

3.5. Prices and Payments

3.5.1. Payment of bills would take about three to four weeks time on an average from the submission of the bill. No advance payment shall be made under any circumstances.

3.5.2. In case where the cars fitted with AC system are supplied against requisition of non AC cars, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.

3.5.3. The maintenance cost, charges of petrol/diesel, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office. In case where the payment of Toll Tax/Parking charges etc which raised will be paid on producing of actual.

3.5.4. The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the first week of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.

Signature :

(Name of the Bidder):

ADDRESS :

3 ANNEXURE-I

QUALIFYING BID

1. Name of the Bidder :

2. Full Address of bidder/Reg. Office :

Telephone No:

Fax No:

E-Mail Address:

3. Full address of Operating/ Branch Office :

Telephone No:

Fax No:

E-Mail Address:

4. Banker of bidder with acct No. :

5. PAN / GIR No. (Attach attested copy) :

6. Service Tax Registration No. (Attach attested copy):

7. Registration No. of vehicle together with make:
(Photocopies of registration book /lease agreements should be attached)

8. Give details of the Registration/License obtained from the local body

.Signature of authorized person

• Date:

• Name:

• Place:

• Seal :

4 ANNEXURE-II

Letter Of Authorization For Attending Bid Opening

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

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

Order of preference	Name	Specimen signature
1		
2 (Alternate Representative)		

.....
Signatures of bidder

Or

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

Note

1. Maximum one representative will be permitted to attend the bid opening. Alternate representative will be permitted only when regular representative is 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.

6 ANNEXURE-III

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the President of India (hereinafter called the 'Hiring authority') having agreed to exempt _____ (hereinafter called the Contractor) from the demand under the terms & conditions of Agreement/Supply Order No. _____ dated: _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said Agreement, on production of the Bank guarantee for _____. we, (name of the bank) _____ (hereinafter refer to as "the Bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the hiring authority an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the hiring authority 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 demure, merely on a demand from the hiring authority by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the hiring authority in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the hiring authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a 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 during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the hiring authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department) the hiring authority certifies that the terms & conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 months (as specified in P.O.) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the Bank) _____ further agree with the hiring authority that the hiring authority shall have full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and 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 or from time to time any of the powers exercisable by the hiring authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved off our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the HIRING AUTHORITY or any indulgence by the HIRING AUTHORITY 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 HIRING AUTHORITY in writing.

Dated the _____ day of _____

For

(Indicate the name of the Bank)

_____ End of document for Qualifying Bid _____

7. ANNEXURE - IV

Declaration of near relatives to be to be submitted by the Tenderer

We M/sR/o.....hereby certify that none of our relatives defined in the tender documents is/are employed in the o/o the DDG TERM Kerala, CTSD complex, Gandhi Nagar, Kochi as details given in tender documents. In case at any stage, it is found that the information given by us is false/incorrect, office of the DDG TERM Kerala shall have the absolute right to take any action as deemed fit /without any prior information to me.

Signature of the tenderer with seal

Date:

8. ANNEXURE-V
COMMERCIAL BID

1. Name of the Bidder:

2. Details of Earnest Money Deposit: Rs.

DD / PO No. & Date _____ Drawn on Bank _____

A. Rates for A/C Verito/Logon/Indigo/Swift Dzire or vehicles equivalently or above or A/C vehicles(Sedan) equivalently or above on monthly basis

S.N.	Items for A/C Monthly	Rate in Figures (Rs)	Rate in Words (Exclusive of Taxes)
1	Rate for first 1500 Kms per Month.		Per month
2	Rate beyond 1500 Km per Km		per Km
3	Outstation night halt charges per night (between 22 Hrs. to 05 Hrs.)		per night
4	Charges for extra duty Hours beyond 10 Hours per hour		per hour
5	Service charges/any other charges		

B. Rates for Non-A/C Indica/Ambassador/Swift/Ritz or vehicles equivalently or above or equivalent Non A/C type or above on monthly basis

S.N.	Items for Non A/C Monthly	Rate in Figures (Rs)	Rate in Words
1	Rate for first 1500Kms per Month.		Per month
2	Rate beyond 1500Km per Km		per Km
3	Outstation night halt charges per night(between 22 Hrs. to 05 Hrs.)		per night
4	Charges for extra duty Hours beyond 10 Hours per hour		per hour
5	Service charges/any other charges		

C. Rates for Air conditioned Taxis Logon/Indigo/Swift Dzire or equivalent sedan type equivalently or above on need basis, evaluated separately based on subtotal of below items.

Particulars for Non AC on need basis	Rate in Rs.	
	Figures(Rs)	Words
a.10 hours or 100 km s(Full day)		
b. rate per additional Km beyond 100 kms		
c. Rate for additional time ie per hour beyond 10 hrs		
d. Service charges/any other charges		

D. Rates for Non-A/C Indica/Ambassador/Swift/Ritz or equivalent sedan type equivalently or above on need basis, evaluated separately based on subtotal of below items.

Particulars	Rate in Rs.	
	Figures(Rs)	Words
a.10 hours or 100 km s(Full day)		
b. rate per additional Km beyond 100 kms		
c. Rate for additional time i.e. per hour beyond 10 hrs.		
d. Service charges/any other charges		

E. EVALUATION FORMULA based on SLA for AC Category Vehicles:

Sl No	Description	Charges in Rs. (A)	Quantity for Evaluation Purpose Only (Actual may vary) (B)	Value in Rs. (A × B)
1	Monthly Rate (1500 Km per month, 10 hrs a day)		1	
2	Extra per Km,(over 1500 Km per month) in Rs. Per Km		200 KM	
3	Extra hours (per hour) over and above 10 hrs duty per day in Rs. Per hour		20 Hrs	
4	Outstation Night Halt Charges		1	
5	Total			

F. EVALUATION FORMULA based on SL.B for Non AC Category Vehicles:

Sl No	Description	Charges in Rs. (A)	Quantity for Evaluation Purpose Only (Actual may vary) (B)	Value in Rs. (A × B)
1	Monthly Rate (1500Km per month, 10 hrs a day)		1	
2	Extra per Km,(over 1500 Km per month) in Rs. Per Km		200 KM	
3	Extra hours (per hour) over and above 10 hrs duty per day in Rs. Per hour		20 Hrs	
4	Outstation Night Halt Charges		1	
5			Total	

Total amount for **One A/C Vehicle and one Non A/C Vehicle**: Rs _____

(In words): _____

- Terms and conditioned mentioned in this tender (TERM /KRL/9-1/Tender - Vehicle/2016-17/01 Dated: 30/11/2016) are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities on vehicle in force at the time of entering into the contract and thereafter.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
- The above rates required to be inclusive of statutory/taxation liabilities on vehicle as may be applicable except Toll Tax/Parking charges/Service Tax and or any other service related taxes on service may please be in indicated.
- If both the vehicles are awarded to one bidder only one agreement is required to be made by the bidder.

_____ End of Document for Commercial Bid _____

INSTRUCTION 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 Enroll” 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 email id. All the correspondence shall be made directly with the contractors/bidders through email 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, which will be published in the web sites only and will not be published in the Newspapers. Bidders should regularly visit websites to keep themselves updated.
- 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 as specified in the tender. The original should be posted/couriered/given in person so that it reaches 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