



**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS**

Tender No. : TERM/OD/Tender-Vehicle/2016/07

Dated 14/12/2016

E-Tender DOCUMENT

FOR

“HIRING OF LIGHT COMMERCIAL VEHICLES”

FOR USE IN THE

O/o THE DEPUTY DIRECTOR GENERAL,

TELECOM. ENFORCEMENT, RESOURCE AND MONITORING (TERM) CELL, ODISHA

AT BHUBANESWAR

Non-transferable

Price of Bid Document : Rs. 500/-

(Please visit www.dot.gov.in and www.eprocure.gov.in)

(Total No. of the Pages 31)

Last Date & Time of Submission of bids: 17:00 Hrs of Dt. 03/01/2017

Date & Time of Online Opening : 11:00 Hrs of Dt. 04/01/2017

(TECHNICAL BID)

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

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Signature of the Bidder

Section – I



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

Tender No. : TERM/OD/Tender-Vehicle/2016/07

Dated : 14/12/2016

NOTICE INVITING TENDER

- 1.** E-Tender on behalf of the President of India, are invited under **Two Bid System**, i.e., Technical Bid and Financial Bid for hiring of **One AC (Swift Dzire/ Indigo/Manza/ Hyundai Accent/ or equivalent) & Two Non-AC (Indica/Vista/Indigo/Swift/Swift Dzire or equivalent)** light Motor vehicles (Diesel Model only) not older than December - 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.

2. Schedule

- | | |
|--|---|
| 1. Estimated cost of contract | -- Rs. 10,00,000/- (Approximate) |
| 2. Date of Commencement of issue of Bid Document (Website Download) | -- Dt. 14/12/2016, 17:00 Hrs. |
| 3. Last date & time for receipt of tender | -- Dt. 03/01/2017, 17:00 Hrs. |
| 4. Last date and time of Physical submission of DD towards EMD and tender document fee | -- Dt. 03/01/2017, 17:00 Hrs. |
| 5. On-line opening of Tender Bids (Technical bids) | -- Dt. 04/01/2017, 11:00 Hrs. |
| 6. Date & time for opening of Financial Bids for Technically qualified bidders | -- Will be intimated later. |
| 7. Place of opening the Tenders | -- O/o The DDG, TERM Cell, DoT,
4 th Floor, Doorsanchar Bhawan, Unit – IX,
Bhubaneswar – 751022. |
| 8. Bid Validity period/validity of bid offer for acceptance by DoT | -- 90 Days from the day of opening. |
| 9. Service to be provided | -- Hiring of One AC & Two Non AC Light Commercial Vehicle models not older than December - 2013. |
| 10. 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. |
| 11. Bid Security (E.M.D.) | -- Rs. 25000/- in the form of DD drawn in favour of CAO, O/o The CCA, Odisha, at Bhubaneswar. |
| 12. Performance Security | -- Rs. 75000/- |

The tenders shall not be entertained after last date and time under any circumstances whatsoever.

Signature of the Bidder

3. **Accessibility of Tender Document:** Tender document can be obtained by downloaded from the website “www.eprocure.gov.in” or “www.dot.gov.in”.
4. **Tender Document Fee & EMD:** DDs for an amount of **Rs. 500/-** towards tender document fee and **Rs. 75,000/-** towards EMD inclusive of applicable taxes (non-refundable) from Nationalized/scheduled bank drawn in favour of “**CAO, O/o The CCA, Odisha**”, payable at Bhubaneswar, has to be submitted offline, i.e., physically to this office (Scanned copy of DDs to be uploaded online) towards tender document fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the DDs submitted.
5. **Sale of physical copy of tender Document:** Not applicable (DoT has decided to use the process of e-Tendering for inviting this tender and thus the physical copy of the tender document would not be sold).
6. **Submission of Bids:** Aspiring Bidders, who have not enrolled/registered on e-procurement portal, should enroll/register, before participating through the website “www.eprocure.gov.in”. Bids have to be **submitted online only** at website “**www.eprocure.gov.in**” under two bid system, i.e., (i) Technical/Qualifying bid and (ii) Financial bid (BoQ) in the prescribed proforma. All the documents in support of eligibility criteria, etc., are also to be scanned and uploaded along with the signed Tender documents. **Tender sent by any other mode will not be accepted.**
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 assigning any reason. In case of any dispute or otherwise, **the decision of the DDG (TERM), Odisha, shall be final and binding on all.**

Sd/-
Director – I,
TERM Cell, Odisha.

Signature of the Bidder

SECTION - II

BID FORM

NIT No. : TERM/OD/Tender-Vehicle/2016/07

Dated 14/12/2016

To

The **DEPUTY DIRECTOR GENERAL,**
TERM Cell, DoT,
4th Floor, Doorsanchar Bhawan, 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

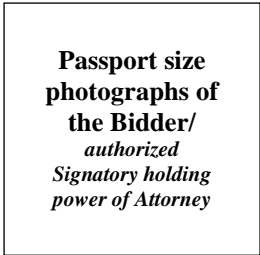
Signature

Signature of the Bidder

SECTION - III

A. BIDDER'S PROFILE

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 the Bidder

SECTION - IV

Certificate on Non-Participation of near Relatives in the Tender
(called for Hiring Light Commercial Vehicles 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 the Bidder

SECTION – V (PART A)

GENERAL INSTRUCTIONS TO BIDDERS

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 December - 2013 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. **The proof of ownership should be signed and uploaded along with the qualifying bid documents.** Leased deed for the vehicle, if any, shall be submitted by successful bidder at the time of agreement.
 - (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 December - 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 vehicle/car to Govt. organization or any Public Sector Undertaking(s).
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) Technical bid and (b) Financial Bid

 - 4.1 **Technical bid consists of :**
 - 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) Certificate for the Documents downloaded from the Website.
 - xiii) Appendices - I to V.
 - xiv) All documents mentioned in clause 5 of this section.
 - 4.2 **Financial bid consists of :**

Financial Bid Form (BoQ) is to be downloaded from the website "eprocure.gov.in". The hiring charges, etc. are to be quoted along with the name of the Firm. The same after filling up must be uploaded online.
 - 4.3 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.
 - 4.4 A prospective bidder **requiring any clarification on the Bid document** shall notify on the website in writing. DoT shall respond online within 18 days from the date of publishing of TENDER, to any request for the clarification of bid document, which it receives within 15 days from the date of publishing 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.

Signature of the Bidder

- 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 in the name of the firm/proprietor).

6. **Amendment to bid document**

- i) At any time, within 18 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 15 days of the floating of the Tender, a bidder can ask for any clarification(s). Beyond 15 days, if any clarification is asked, the same will not be considered.
- iii) The amendments shall be notified online to all prospective bidders and these amendments will be binding on all.

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 11 along with DD 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 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, Odisha; valid for 90 days from the date of TENDER opening. The DD is to be scanned and uploaded to the website.

11.2 The successful bidder's security will be discharged upon the bidder's 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

Signature of the Bidder

- i) to sign contract in accordance with clause 18
- ii) to furnish performance security in accordance with clause 11 of Section – V (Part A)
- 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.
- 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.

12. **Format and signing of bids.**

- 12.1 The bids shall be downloaded, printed and all pages numbered consecutively shall be signed by the bidder or a person duly authorized to bind the bidder with 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**

Bids have to be submitted online only at website address of “www.eprocure.gov.in” in two bid system, i.e., (i) Technical/Qualifying bid and (ii) Financial bid (BoQ) to be downloaded from website “www.eprocure.gov.in”. All the documents in support of eligibility criteria, etc., are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted.

Bids must be submitted by the bidder on or before the 1700 Hrs of Dt. 03/01/2017.

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 Km 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.)

The bid having least value of “E” shall be considered as L1.

If the Bid is accepted, the bidder shall submit the securities as per the conditions mentioned in the contract. The bidder has to 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 them and may be accepted at any time before the expiry of that period.

Signature of the Bidder

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

15.4 Financial bids shall be considered 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. Decision 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 clause 18 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.

21. **Offline Submissions:**

The bidder is requested to submit the following documents offline to O/o DDG (TERM), 4th Floor, Doorsanchar Bhavan, Unit – IX, Bhubaneswar – 751022, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as “**E-Tender for providing Hiring of Light Commercial Vehicles for office of DDG (TERM), Odisha**” and the words “**DO NOT OPEN BEFORE 1100 Hrs of Dt. 04/01/2017**”.

- a. EMD-Bid Security in Original in accordance with Clause 4 of NIT.
- b. DD against payment of Tender fee in accordance with Clause 4 of NIT for hiring of vehicles.

Signature of the Bidder

SECTION - V (PART B)

Special instructions to Bidders for e-Tendering

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section - V (Part A) of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o The DDG (TERM), Odisha; has decided to use the website "www.eprocure.gov.in" through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System 'single Stage – 2 e-Envelopes'.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal(CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP Query to DOT (Optional) View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i) View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- k) Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l) Submission of offline documents in sealed envelope at O/o DDG (TERM), Odisha, 4th Floor, Doorsanchar Bhavan, Bhubaneswar - 751022.
- m) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- n) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for Allowed/Not allowed
QA Certificate	Not allowed	Space in between words/characters not allowed
QA Certificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Underscore allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

Signature of the Bidder

- o) It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ in Section - XII (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (**Preferably below 50 MB**) may be checked.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

4. Registration:

To use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

NIC Help Desk No. :

Telephone No. 1800 233 7315

Email ID:cPPP-nic@nic.in (Please mark cc: support-nic@ncode.in)

DoT Contact, for TERM, Odisha :

Shri P. K. Dutta, Contact: 0674-2540880

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on CPPP. Broad outline of submissions areas follows:

- a) Submission of Bid Security/Earnest Money Deposit (EMD)
- b) Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- c) Tender Documents/Addendum/Addenda
- d) Two Envelopes
 - Techno-commercial-Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both Mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-Tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself/herself for proper extractability of uploaded zipped files.**

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-Tender software/server and will be bidder's responsibility only.

In case, the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to “O/o The DDG (TERM), 4th Floor, Doorsanchar Bhavan, Unit – IX, Bhubaneswar – 751022”, on or before the date & time of submission of bids

Signature of the Bidder

specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as “E-Tender for providing Hiring of Light Commercial Vehicles for office of DDG (TERM), Odisha” and the words ‘DO NOT OPEN BEFORE **1100 Hrs of Dt. 04/01/2017**’.

- c. EMD-Bid Security in Original in accordance with Clause 4 of NIT.
- d. DD against payment of Tender fee in accordance with Clause 4 of NIT for hiring of vehicles.

Note: 1. The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

Note:2. Special Note on Security of Bids: Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-Tendering service provider.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

7. Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

CPPP has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’. There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during ‘critical events’ such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case, there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of DoT by the bidders in time, then DoT will promptly re-schedule the affected event(s).

8. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), click on e-procure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

Signature of the Bidder

The help information provided through '**CPPP User-Guidance Center**' is available in three categories – Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to -

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
- b.** Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
- c.** Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
- d.** Submit your bids well in advance of tender submission deadline on **CPPP** (DoT should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

9. Minimum Requirements at Bidders end

Computer System with good configuration (Minimum P-IV, 1 GB RAM, Windows XP) 2Mbps of Broadband connectivity with UPS. Microsoft Internet Explorer 6.0 or above Digital Certificate(s) for users.

10. PRICE SCHEDULE/BOQ:

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ in XLS format.
2. Fill rates in downloaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.
3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet/BOQ, price schedule/BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

Signature of the Bidder

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

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

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be by reason of such event be

Signature of the Bidder

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 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, then 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 the Office of The DDG, TERM Cell, 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 the Bidder

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 & 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).

Signature of the Bidder

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 send 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 the contractor's liability.
13. DoT reserves right to counter, offered 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 the Bidder

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(s) 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. Certificate to this effect is to be given on the body of bill.
 - 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 the Bidder

SECTION - IX**AGREEMENT FOR HIRING VEHICLE**Tender No.: **TERM/OD/Tender-Vehicle/2016/07****Dated : 14/12/2016**

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 - 2013 model 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.

Signature of the Bidder

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.
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/2016/07, Dated 14/12/2016**, 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 _____

Signed _____

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

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

In the presence of Witnesses

In the presence of Witnesses

- 1.
- 2.

- 1.
- 2.

Signature of the Bidder

SECTION – X**PERFORMANCE SECURITY BOND FORM**Tender No.: **TERM/OD/Tender-Vehicle/2016/07****Dated 14/12/2016**

1. In consideration of DDG (TERM), Odisha at 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 to the DDG (TERM), Odisha, at 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, 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, 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 at 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 at 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 at Bhubaneswar, any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 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 at Bhubaneswar , under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM), Odisha at 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 that the DDG (TERM), Odisha at 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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM), Odisha 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 or any indulgence by the DDG (TERM), Odisha 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 at 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 the Bidder**

SECTION - XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on (or before) time of bid opening)

Tender No.: **TERM/OD/Tender-Vehicle/2016/07**

Dated 14/12/2016

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/ chamber, where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the Bidder

SECTION - XII

Certificate for the Documents downloaded from the Website

Tender No.: **TERM/OD/Tender-Vehicle/2016/07**

Dated 14/12/2016

"I/We hereby declare that the tender document submitted has been downloaded from the website "**www.eprocure.gov.in**" or "**www.dot.gov.in**" and no additional/deletion/correction has been made in the document downloaded. I also declare that I have enclosed DDs towards the cost of tender document and EMD, along with Technical bid and all other requisites, as mentioned in this document".

In case at any stage, if it is found that the information given above is false or incorrect, DoT shall have the absolute right to take any action as deemed fit without any prior intimation.

Signature of Bidder with Stamp

Signature of the Bidder

SECTION - XIII

INSTRUCTIONS FOR FILLING OF FINANCIAL BID FORM (BoQ)

Tender No.: TERM/OD/Tender-Vehicle/2016/07

Dated 14/12/2016

Financial Bid for providing Services of vehicles on hiring basis for the office of DDG (TERM), Odisha, DoT.

1. Financial Bid(BoQ) – Financial Bid Form (BoQ) must be downloaded separately from “www.eprocure.gov.in”, filled up and uploaded online at “www.eprocure.gov.in” under Financial Bid (BoQ).
2. The BOQ template must not modified/replaced by the bidder and the same should be uploaded after filling the relevant columns. Else, the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
3. **The Bidder has to quote the following rates for Vehicles on Monthly Basis.**
 - a. **AC Vehicle: Monthly Charges (for 1500 Kms per month) in Rs.**
 - b. **AC Vehicle : Charges for extra KM (above 1500 Kms per month) in Rs. Per Km**
 - c. **Rate per hour for detention beyond duty hour in Rs.**
 - d. **Rate per night halt in Rs.**
 - e. **Non AC Vehicle: Monthly Charges (for 1500 Kms per month) in Rs.**
 - f. **Non AC Vehicle: Charges for extra Km (above 1500 Kms per month) in Rs. Per Km**
 - g. **Rate per hour for detention beyond duty hour (Rs.)**
 - h. **Rate per night halt (Rs.)**
4. The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in clause 15.3 under Section - V (Part A) of tender document.
5. **The rates should be inclusive of all statutory/taxation liabilities** (except service tax which shall be paid as applicable from time to time).
6. Terms and conditioned mentioned in this tender (No. TERM/OD/Tender-Vehicle/2016/07 Dated 14/12/2016) are applicable.
7. Rates should be quoted for all the items.

Signature of the Bidder

DEPARTMENT OF TELECOMMUNICATIONS

(Part of Agreement for hiring of vehicles)

Tender No.: TERM/OD/Tender-Vehicle/2016/07

Dated 14/12/2016

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	4 th 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 December 2013
2.	DDG (TERM), Odisha	4 th 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 December 2013

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

Position _____

Date _____

Signature of the Bidder

DEPARTMENT OF TELECOMMUNICATIONS

Tender No.: **TERM/OD/Tender-Vehicle/2016/07**

Dated 14/12/2016

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 the Bidder

ANNEXURE - III

Declaration regarding Blacklisting/Non-Blacklisting

(FROM TAKING PART IN GOVT. TENDER BY DOT/GOVT. DEPT/PSUs)

Tender No.: TERM/OD/Tender-Vehicle/2016/07

Dated 14/12/2016

(To be executed &attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder)

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

Or

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

In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the DoT, and EMD/SD shall be forfeited. In addition to the above the DoT, will not be responsible to pay the bills for any completed/partially completed work.

SIGNATURE OF THE BIDDER WITH STAMP

Signature of the Bidder

ANNEXURE – IV

Pre-Receipt for refund of Earnest Money Deposit

Tender No.: **TERM/OD/Tender-Vehicle/2016/07**

Dated 14/12/2016

Received with thanks from O/o DDG (TERM), Odisha, a sum of Rs 25,000/- towards refund of Earnest Money Deposit paid in respect of Tender for **“Hiring of Light Commercial Vehicles for office of DDG, TERM Cell, Odisha”** vide Tender No.: **TERM/OD/Tender-Vehicle/2016/07, Dated 14/12/2016.**

SIGNATURE OF THE BIDDER WITH STAMP

(Note: EMD will be returned to Bidders only after finalization/completion of the tender)

Signature of the Bidder

Declaration of Non-tempering of Tender Document

Tender No.: **TERM/OD/Tender-Vehicle/2016/07**

Dated 14/12/2016

I / We declare that:-

Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that I/We has/have not tampered the Tender document no.: **TERM/OD/Tender-Vehicle/2016/07, Dated 14/12/2016**

SIGNATURE OF THE BIDDER WITH STAMP

Signature of the Bidder