



Government of India -
Ministry of Communications -
Department of Telecommunication -
O/o Deputy Director General, Telecom Enforcement, Resources & Monitoring -
3rd Floor, Telecom Building, 2, Bharathi Park, Road No. II, Coimbatore – 641043 -
Tel : 0422-2436400 (o) Fax : 2436800 -

Website: www.dot.gov.in

NIT NO: DDG/TERM-TN/NIT/2017-18/2

dtd **20.02.2017**

E-BID DOCUMENT

FOR

“HIRING OF VEHICLES ON REGULAR AND CALL BASIS”

to

O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, COIMBATORE

Price of Bid Document: Rs. 100.00

(Visit us at www.dot.gov.in, <http://eprocure.gov.in/eprocure/app> or
<http://eprocure.gov.in/epublish/app>)

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SECTION – I
NOTICE INVITING TENDER

E-Tender on behalf of the President of India is invited under two Packet System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing vehicles with the below mentioned requirement on hiring basis to the office of DDG (TERM), COIMBATORE, for a period of one year as per the below mentioned schedule.

Description of services	Vehicles Models	Type of Vehicle	Qty	Estimated Cost	Usage Area
Hired commercial registered vehicles on monthly basis	Tata Indica, Maruti Suzuki wagon R or higher version (Registered on or after 01-01-2013)	Non-AC	2*	12.00 Lakhs.	Entire Tamilnadu state
	Maruti Suzuki SX4 Vxi, Maruti Suzuki Swift Dzire, Tata Indigo, Huandai Accent, or higher version (Registered on or after 01-01-2013)	AC	1*+1**		

[* Regular basis- Per month for use of 10 hours per day.

** On Call basis a) Upto 40 KM & 4 Hours per day, b) Upto 80 KM & 8 Hours per day and c) Upto 100 KM & 10 hours per day.

For more details, please refer to the clause 2(e) of section VIII]

SCHEDULE TO TENDER		
S No.	Activity Description	Schedule
1	Tender No.	DDG/TERM-TN/NIT/2017-18/2 -Dated: 20.02.2017
2	Sale of Tender Document -	20.02.2017 to 06.03.2017, The tender document can be downloaded from the DOT web site http://www.dot.gov.in or the eProcurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials.
3 -	Time and last date of depositing Tender / Bid -	11:00 Hours of 06.03.2017

4	Time and Date of Opening of Technical Bid	11:00 Hours of 07.03.2017
5	Minimum Validity of tender offer	90 days from the date of Opening
6	Services to be offered	Providing vehicles on hiring basis (Estimated approx qty : 1*+1** AC, 2* non AC cars)
7	Estimated cost of tender	Rs. 12,00,000/-
8	Amount of EMD to be deposited	Rs. 12,000/- DD for an amount of Rs.12,000/-(Rupees Twelve Thousand only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO, O/o CCA, Chennai" payable at Chennai has to be submitted offline (Scanned copy of DD to be uploaded online) towards Bid Security (EMD)failing which the tender will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.
9	Performance Security	10% of the tender value
10	Duration of contract	One Year from the date of award of contract.
11	Cost of Bid Document	DD for an amount of Rs.100/-(Rupees One Hundred only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO, O/o CCA, Chennai" payable at Chennai has to be submitted offline(Scanned copy of DD to be uploaded online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

12. **Submission of Tenders:** The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) technical bid and (ii) financial bid in the prescribed proforma. 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. The list of documents to be submitted along with technical bid and financial bid are detailed Section-VI of the Tender Document.
13. The Department 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. The decision of the DDG (TERM), Coimbatore, Ministry of Communication, and Department of Telecommunications in this regard shall be final and binding on all.
14. The aforesaid DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to Director-I, O/o DDG, TERM Cell, Coimbatore on or before 11:00 hrs on 06.03.2017 and the scanned copy to be uploaded online on or before 11:00 Hours of 06.03.2017. The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.
15. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Sd/-
DIRECTOR (TERM-TN)
O/O DDG (TERM), TN
Coimbatore - 641043

SECTION - II -
BID FORM -

NIT No. DDG/TERM-TN/NIT/2017-18/2 -

dtd

20.02.2017

To,

The DIRECTOR, O/o DDG (TERM-TN)
DOT, Coimbatore,

Dear Sir,

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

**EMD particulars
(Bid Security)**

D.D.No. _____ dated _____

Name of the Bank: _____

Branch: _____

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

Signature of Authorized Signatory.....
In capacity of.....

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

Witness.....

Signature.....

Address.....

SECTION-III
TENDERER'S PROFILE & CERTIFICATES

Passport size
photograph of the
tenderer
/authorized
signatory holding
power of attorney

1. Name of the tenderer/firm _____
2. - Name of the person submitting the tender whose photograph is affixed _____
Sri/Smt _____

(In case of Proprietary/partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)

3. - Address of the firm
(Give both Registered office and _____
Operating/Branch office details) _____

4. Telegraphic Address _____
- e-mail id :** _____

5. - Telephone No. (With STD Code) _____
(Off) _____
(Fax) _____
(Res) _____
(Mobile) _____

6. - Registration & Incorporation particulars of the firm :
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
- i) Proprietorship _____
- ii) Partnership _____
- iii) Private Limited _____
- iv) Public Limited _____

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

8. - Permanent Income Tax Number,
Income Tax circle
(Attach a copy of PAN card) _____
9. Service Tax Registration No.
(Attach attested copy) _____
10. Tenderer's bank, its address and his
current account number _____
11. Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in supplying hired vehicles to Central/State Government/ Public Sector/ Banks / Reputed Private Limited Companies/operating as Taxi etc., during last 1 year. The summary of that can be tabulated in the given format in chronological order

SL. No.	Details of client along with address, telephone and FAX numbers	Amount Contract(Rs. lacs)	Experience certificate for the period from and to	
			From	To
1.				
2.				
3.				

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

Place : _____ Signature of tenderer/Authorized Signatory _____

Date : _____ Name of the Tenderer _____

Seal of the Tenderer _____

SECTION-IV

Statement of Vehicle owned by the bidder

Bidder's Name _____

Company's Name _____

Registration numbers of vehicles to be supplied together with make (Photocopies of registration book/ lease agreement should be attached). **Please note that vehicles older than 2013 model shall not be accepted.**

SL. No.	Registration Number	Make , Model & Year of manufacture	AC/ Non AC	Date of Registration	Vehicle Owner's Name	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									

The details furnished above are correct and true. I undertake to produce the original Documents of the above said vehicles for verification as and when called for.

Place : _____ Signature of tenderer/Authorized Signatory _____

Date : _____ Name of the Tenderer _____

Seal of the Tenderer _____

SECTION-V -
CERTIFICATE -
(FOR NEAR RELATIVES IN DOT) -

I..... S/o.....hereby certify that none of my relative(s) as defined in the Tender document is/are employed in DOT Tamilnadu unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DOT shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

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

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer

Seal of the Tenderer

The near relative (s) means:

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

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

Signature of the tenderer with seal*

SECTION VI - **INSTRUCTIONS TO BIDDERS -**

1. - The tenderer must carefully read all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, need only participate in this tender.
2. - **DEFINITIONS:**
 - The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between DoT and the CONTRACTOR together with the documents referred to therein including NIT, All sections of the tender document, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
 - 'DOT' means Department of Telecommunications, represented by DDG (TERM-TN), Coimbatore in this contract (or) any other officer authorized by him.
 - 'Bidder'/ Tenderer means the individual or companies who participate in this Tender and submits its bid.
 - 'Contractor' means the individual or company carrying out the works under the contract.
 - 'Work' means the supply of Hired Vehicles and carrying out associated activities as envisaged in the tender.
 - The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - "Change" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.
 - 'Letter of Intent -LOI' means the letter indicating the intention of the DOT to award the work to the Contractor.
 - 'Contract Price' means the price payable to the Contractor under the work order by the DOT for the full and proper performance of the contractual obligations between the Contractor and the DOT.
 - The "COMPETENT TELECOM AUTHORITY" means the DDG (TERM) TAMILNADU.
 - All references of: - DoT / Member Telecom Commission / Advisor Telecom Commission / Sr. DDG / DDG / Deputy Director General (TERM) / Director / Assistant Director General / Assistant Divisional Engineer / Assistant Director/SDE/JTO in various Clauses shall mean the Officers in their respective Grades/Groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.
- 3 **ELIGIBLE BIDDERS:**
 - a. Participating bidder should be a Sole Proprietor/ Partnership firm / company
 - b. The manufacturing year of the vehicle to be supplied shall be Year **2013** or later subject to meeting the specifications in Section VIII.
 - c. Bidder must have Service tax registration certificate issued by competent authority.
 - d. Bidder must have PAN/TAN/GIR card.
 - e. Bidder should have at least one year of similar Experience in Central/State Government/ Public Sector/ Banks / Reputed Private Limited Companies/ operating as Taxi etc.,
 - f. Bidder should have previous year income tax return certificate.
 - g. "No near relative" of the bidder firm/company be working/employed in Department of Telecommunication, Tamilnadu.

NOTE : In case the bidder is not having documents at (c), (d), (e), (f), he shall give an undertaking along with the bid, that he shall furnish these documents within 90 days of award of contract, failing which the tender will be terminated.

4 COST OF BIDDING

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

5 THE BID DOCUMENT

The Bid Document includes:

- Notice Inviting Tender
- Bid Form
- Tenderers Profile & certificates
- Instructions to Bidder
- General Conditions of Contract
- Schedule of Works & Special Conditions of Contract
- Letter of authorization to attend Bid opening
- Check list for Bidders

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information 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 may result in rejection of the bid.

6 CLARIFICATION OF BID DOCUMENTS

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

7 AMENDMENT OF BID DOCUMENTS

- a) At any time prior to the date of submission of Bids, DOT may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, modify bid documents by amendments.
- b) The amendments made shall be notified in writing or by FAX to all prospective bidders at the address intimated at the time of purchase of Tender document and these amendments will be binding on them.
- c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the DOT may, at its discretion, extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- d) Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

8. BID FORM

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and all necessary documents wherever mentioned and quote the prices as per price schedule of Section VIII, only online in the portal.

9. BID PRICES

Separate rates are to be quoted based on the Schedule of work in Section VIII for each type of vehicle.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The following documents must be submitted by the bidder with technical bid.

- a) Tenderer's Profile duly filled as per section III.
- b) Bid Security & cost of tender document in the form of DD in favour of **CAO, O/o Pr.CCA TAMILNADU payable at Chennai**. DD should bear the date after the date of NIT.
- c) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- d) The contracting firm/ agency/ company should be registered with appropriate authorities and attested copy of **registration** may be attached.
- e) Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.
- f) **Certificate** regarding no near relative is working in Department of Telecommunications, Tamilnadu as per section V. **(Please ensure that "No near relative certificate "as per section V is to be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).**
- g) Attested copy of **service tax registration** certificate issued by competent authority.
- h) Attested Copy of **PAN/GIR/TAN Card**
- i) Attested Copy of **experience certificate** of similar work for at least one year from Central/State Government/ Public Sector/ Banks / Reputed Private Limited Companies etc.,
- j) **Income tax returns** of the previous year.
- k) Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable

NOTE : In case the bidder is not having documents at (g), (h), (i), (j), he shall give an undertaking along with the bid, that he shall furnish these documents within 90 days of award of contract, failing which the tender will be terminated.

11. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- a) Bid Security/ Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the CAO, O/o Pr.CCA TAMILNADU payable at Chennai as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b) Interest shall NOT be payable on the Bid Security / Earnest Money deposit.
- c) The successful bidder's Bid Security/ EMD shall be converted as part of Performance Security (Security Deposit) (or) in case Performance Bank Guarantee is furnished for the full amount towards Performance Security (10% of the value of contract), the Bid Security will be discharged upon the bidder's acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- d) The Bid Security is required to protect the DOT against the risk of bidder's conduct, which would warrant forfeiture of Bid Security pursuant to Clause 12.f
- e) A Bid (Tender) not accompanied by the Bid Security shall be rejected by the DOT being non-responsive at the bid opening stage itself.
- f) Bid Security (EMD) will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of DoT which will not amount to imposing of penalty:
 - (i) If the bidder withdraws his bid after the bids have been opened
 - (ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) **within seven working days** of being called upon to do so

12. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety

days, without the consent in writing of DoT to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The DoT shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the DoT in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the DoT in writing.

13. - SUBMISSION OF BIDS

The bid along with the necessary documents should be uploaded in the eprocurement portal as per the guidelines mentioned in the portal. Rate for "VEHICLE HIRING" in TERM Cell Tamilnadu should be quoted online only in BOQ.xls file.

- a) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- b) No person is permitted to bid for tender whose relative(s) is (are) working in Department of Telecommunications, Tamilnadu. The tenderer thus should give certificate along with tender document that none of his/her relative is working in Department of Telecommunications, in Tamilnadu. Near relative for this purpose is defined in **Section V**.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

- i. - Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
- ii. - Bidder then logs into the portal giving user id / password chosen during enrollment.
- iii. - The e-token that is registered should be used by the bidder and should not be misused by others.
- iv. - DSC once mapped to an account cannot be remapped to any other account. It can only be deactivated.
- v. - The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- vi. - After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- vii. - The BOQ template must not be 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 that tender. Bidders are allowed to enter the Bidder Name and Values only.
- viii. - If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online.
- ix. - Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

- x. - Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- xi. - The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids. -
- xii. - The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xiii. - There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xiv. - It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as incomplete/invalid bids and are not considered for evaluation purposes.**
- xv. - In case of offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
- xvi. - The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xvii. - The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xviii. - At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- xix. - After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- xx. - Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xxi. - The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender - opening, the bid is liable to be rejected -
- xxii. - The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- xxiii. - All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the

data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

xxiv. - During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

xxv. - The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

14. - LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15. MODIFICATION AND WITHDRAWAL OF BIDS

The Bid modification and withdrawal is according to eprocurement portal guidelines only.

16. - BID OPENING

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

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified. The financial bid will be evaluated only for technically qualified bidders.

17. - BID EVALUATION

Prior to the detailed evaluation of Technical and Financial bids the DOT will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The DOT's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by the DOT and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the DOT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder. The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice. The decision of DOT is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

The Tender will be evaluated based on the L1 rates, as indicated in Section VIII.

18. - REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders: If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided therein.

- a) If the Bid Validity is less than the period prescribed (90 Days).
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of DOT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.

- d) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- e) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- f) If prices are not filled properly in the Financial Bid and in the XLS sheet in the eprocurement portal in respect of this tender.
- g) Without assigning any reason thereof.

19. CONTACTING THE DOT

Subject to Clause 6, no bidder shall try to influence the DOT authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of DOT will be final in this regard.

20. PLACEMENT OF ORDER

DOT shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1. However the DOT reserves the right to call the successful bidder for negotiation and counter offer price which it considers as reasonable and just. The DoT reserves the right to award the contract or part thereof to **one or more tenderers** whose rate may not necessarily be the lowest. The decision of DDG (TERM) TAMILNADU in this regard shall be final and binding.

21. DOT'S RIGHT TO ACCEPT OR REJECT ANY BID

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of DoT shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule. DOT reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. DDG (TERM) TAMILNADU does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.

22. - LETTER OF INTENT (LOI)

The DOT will issue a LOI which constitutes the intention of the DOT to enter into contract with the successful bidder. The successful bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 11 of Section VI and also submit the Agreement form as stipulated by DOT, duly completed in all aspects.

23. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs. 100/-**(One hundred only) at his own cost and in the format as stipulated by DOT to the effect that the tenderer and DoT are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure. The DoT reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this Clause shall not construe the breach of contract. Issue of Work Order by the DOT shall constitute the award of contract on the bidder.

24. - ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 23, 24 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the DOT may award the contract to any other bidder at its discretion or call for new Tender.

SECTION VII -
GENERAL CONDITIONS OF CONTRACT -

1. - APPLICATION

The terms & conditions of this Section will supplement the Instructions to the Bidders, and wherever there is a conflict, the provisions herein shall prevail over those in Section VI.

2. - COMPLIANCE WITH LAWS AND REGULATION

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bye-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DoT, municipal boards, RTA/RTOs, other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. The contractor shall comply with all notices required by any statute, statutory instruments, rule or order or any regulation or by a law applicable to the work and shall pay all the fees and charges in respect of the works legally recoverable from him. Any assignee to share any portion of the work to be performed shall comply with the provisions of the Clause and in this connection the contractor agrees as to undertake to save and hold the DoT, harmless and indemnified from and against and all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

3. - STANDARD / QUALITY OF WORK

The work carried out under this contract shall conform to the standards and specifications prescribed in Section VIII. The DDG (TERM) TAMILNADU shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents.

4. - INDEMNITIES

The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract (with any act(s) or commission) of the Contractor, his agents, employees, assignee. The Contractor shall at his own cost at the DoT's request defend any

suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit (Performance Security) of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Telecom Authority on demand the balance remaining due. The provision shall also apply to the assignee as the case may be.

5. - PERFORMANCE SECURITY / SECURITY DEPOSIT

Bid Security /Earnest Money deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender. The successful tenderer will have to deposit a **Performance Security Deposit of 10% of the contract value** (rounded off to next higher multiple of 10 including **BID Security /EMD**) at the time of signing of agreement within 7 working days of the issue of the letter of intent. Additional security deposit shall be paid as and when demanded by DOT, in case DOT issues work order for additional quantity of vehicles over that indicated in the tender. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Communication Accounts Officer o/o CCA, payable at Chennai, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the Communication Accounts Officer o/o CCA, payable at Chennai. In case the performance security in the form of PBG is paid for the full 5 % of the contract value, the EMF/ Bid Security shall be returned. The performance security shall remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier (18 months from Date of Agreement). In case of extension of the period of tender, the validity of performance security shall be further extended for the period asked for by DOT. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract. The proceeds of the above Performance Security shall be payable to the DOT as compensation for any loss resulting from the contractor's failure to complete his obligation under the contract. **Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution.** If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor . All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor. In case of breach of any terms and condition of this tender conditions or failure to comply with the work order, the Performance Security is liable to be forfeited by the DOT.If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor which the DOT is entitled to recover from the contractor. **Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the JTO/SDE/AD/ADE/ADG/Director concerned.** Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One year after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

6. - PAYMENTS

Payments shall be made on submission of bills as prescribed in Section VIII of the document.

7. - INCOME TAX AND SUCH OTHER TAXES APPLICABLE

Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that law. Necessary Income Tax deduction certificate will be issued by the DDO detailing the amount so deducted as tax at source at the time of payment of each bill. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Telecom Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, **all accounts are expected to be settled within a period of six months from the date of completion of the work** in all respects. Contractor shall pay to third parties all expenditure incurred for restoring the damages caused by Contractor or his employees while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Telecom Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor. **The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the Contractor.**

8. - DURATION OF THE CONTRACT

The contract will be initially valid for period of ONE year extendable for a further period of 6 months. DOT reserves the right to withdraw the work giving one week notice any time during the contract. The Contract may be extended for further 6 months after completion of the initial contract period of one year on mutual agreement based on the performance. The rate of contract will be at the same agreed existing rate. No enhancement in the rate will be allowed for the extended period of contract. The extension of the contract for 6 months will be on the performance of the previous year, and as per the decision of the Competent Telecom Authority.

9. TAXES AND DUTIES

Contractor shall pay **all levies, fees, royalties, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the Contractor in the payment thereof.

10. - NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Telecom Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

11. SUB-CONTRACT

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract. Subject to Clause 15, If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the DDG (TERM) TAMILNADU shall have power to adopt any of the courses specified in Clause- (12); Clause- (13) as he may deem fit in the interest of DoT and in the

event of any of these courses being adopted the consequences specified in the said Clause- (12); Clause- (13) shall ensue. Where the Contractor is a partnership firm, the previous approval in writing of the DDG (TERM) shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of Clause- (11) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said Clause-(11)

12. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

The DDG (TERM) TAMILNADU may without any prejudice to his right against the Contractor in respect of any delay or inferior workmanship/ non performance or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- If the Contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

13. When the Contractor has made himself liable for action under Clause- (12), the DDG (TERM) TAMILNADU on behalf of the DoT shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the DDG (TERM) TAMILNADU or of the officer authorized by him, shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of DoT. To get the works or any part of the work done through any other agency, debiting the Contractor with the cost of such work (of the amount of which cost and price certified by the DDG(TERM) TAMILNADU shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Telecom Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall

only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DoT are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor. After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to which be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be. In the event of any one or more of the courses of Clause- (12) and/or Clause (13) being adopted by DDG (TERM) TAMILNADU the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Competent Telecom Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. In any case in which any of the powers conferred upon the DDG (TERM) TAMILNADU by the above Clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

14. - CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

The Competent Telecom Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation. The Competent Telecom Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore. If at any time after the commencement of the work the Competent Telecom Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

15. - INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified DDG (TERM) TAMILNADU shall have the power to terminate the contract without previous notice. Contractor's heirs/representatives shall not, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death without the consent in writing of the DDG (TERM) TAMILNADU. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for

the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the DDG (TERM) TAMILNADU, in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, DDG (TERM) TAMILNADU shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

16. DELAY OR SHORTCOMINGS IN CONTRACTOR'S PERFORMANCE

Deficiencies/ shortcomings in the execution of contracted work when pointed out should be rectified immediately to the satisfaction of the DOT and even after proper notice of such occurrences if the deficiencies are not rectified penalty will be levied by the DOT. The quantum of penalty will be decided by the DDG and his decision will be final. If the deficiencies continue to persist even after issue of two written notices, the contract will be closed and the contractor will be black-listed. If at any time during the performance of the contract, the contractor encounters conditions impeding the due performance of his contract, the same shall be brought to the notice of the DOT immediately and the DOT will rectify all impediments so that the performance of the contractor is not hindered.

17. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be 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 happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works 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. Provided also that if the contract is terminated under this Clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

18. DISPUTES AND ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG (TERM) TAMILNADU or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the DDG (TERM) TAMILNADU or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG (TERM) TAMILNADU or the said officer is unable or unwilling to act as such to the sole arbitration of some other person appointed by the DDG (TERM) TAMILNADU or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in

the course of his duties as DOT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DDG (TERM) TAMILNADU or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time 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. The venue of the arbitration proceeding shall be the office of DDG (TERM) TAMILNADU at Coimbatore or such other places as the arbitrator may decide.

According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

19. - SET OFF

Any sum of money due and payable to the contractor under this contract may be appropriated by the DOT or any other person(s) contracting through DOT and set off the same against any claim of the DOT or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the DOT or such other person(s) contracting through DOT.

20. - LEGAL JURISDICTION

Dispute if any arising even after arbitration shall "only" be referred to a judicial court situated at Coimbatore / Chennai.

SECTION VIII
SCHEDULE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. - The number of vehicles required is 4 as detailed below

Description of services	Vehicles Models	Type of Vehicle	Qty	Estimated Cost	Usage Area
Hired commercial registered vehicles on monthly basis	Tata Indica, Maruti Suzuki wagon R or higher version (Registered on or after 01-01-2013)	Non-AC	2*	12.00 Lakhs.	Entire Tamilnadu state
	Maruti Suzuki SX4 Vxi, Maruti Suzuki Swift Dzire, Tata Indigo, Huandai Accent, Or higher version (Registered on or after 01-01-2013)	AC	1*+1**		

[* Regular basis- Per month for use of 10 hours per day.

** On Call basis a) Upto 40 KM & 4 Hours per day, b) Upto 80 KM & 8 Hours per day and c) Upto 100 KM & 10 hours per day.

For more details, please refer to the clause 2(e) of section VIII]

DOT reserves the right to reduce or increase the quantity during the period of contract, as per the administrative requirements of the unit and as per the approved rates. The contractor shall supply the required quantity as per the work order.

With reference to the vehicles on regular basis, present requirement of this office is only for three vehicles. Due to administrative reasons, the number of vehicles hired may also be reduced or if felt required non AC vehicle may be hired in lieu of AC vehicle in which case the rates approved for non AC vehicle will be applicable. In case additional vehicles are required, by this office, the successful bidder shall provide the additional quantity on the same terms and conditions and at the rates finalized in this Tender. The minimum contracted KM per month is 1000 Km. Unused Kilometers or shortage in the contractual 1000 Km per month per vehicle in any particular month shall be adjusted in following ways :

- a) With the running extra Km of another vehicle beyond 1000 Km in current month (of similar type of vehicle i.e., non AC with non AC and AC with AC)
- b) With the running extra Km of same vehicle or another vehicle beyond 1000 Km in subsequent three months. A certificate to this effect is to be given with the body of bill while submitting claim for payment.

2. - VEHICLES

- a. The vehicle provided by the contractor must be in excellent condition, not older than year **2013** and must have proper and complete documents, which should be shown to the user if asked for. The vehicle shall have excellent condition both on the exterior and interiors, low noise and vibration, exhaust meeting the pollution limits prescribed by Gol. If the vehicle do not meet the standards prescribed the same shall be rejected, in which case, the contractor shall replace with a vehicle meeting the specifications. No payment shall be made on account of cars so rejected.
- b. Vehicles 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 vehicles shall be rejected and no payments shall be made for the same.

- c. The vehicles will generally be required by this office for use of Departmental Officers/Guests and staff, generally in Coimbatore district and on occasions to any part of Tamilnadu, Puducherry.
- d. The duty point of the vehicle starts either at the office or the place where the controlling officer requires the vehicle; likewise the duty ends at office or the location where the controlling officer releases the vehicle on completion of the work.
- e. **TIMINGS :**
 - Vehicles on regular basis:** The service w.r.t the vehicles on regular basis shall be provided normally for 10 hours from 09:00 hrs to 19:00 hrs on all days in the month. However the timings and days may vary depending on the requirements. As and when the need arises, the services may also be availed on Sundays and on the days of Public Holidays also, with prior notice of six hours at no extra cost.
 - Vehicles on call basis:** The service w.r.t the vehicle on call basis shall be provided a) Upto 40 KM & 4 Hours per day, b) Upto 80 KM & 8 Hours per day and c) Upto 100 KM & 10 hours per day.
- f. The vehicles being sent by the contractor will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions or in the event of any mechanical failure/ breakdown of vehicle after it's reporting for duty, the contractor shall arrange for replacement by another Commercial Vehicle within one hour, otherwise a penalty up to **Rs.500/- per case** shall be imposed on the contractor.
- g. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration Number is indicated in the bid. However, in case of non availability of the specified vehicles, the contractor can provide an alternative vehicle of equivalent or above status/make/model, in lieu of the assigned vehicles **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 4.l.
- h. The vehicles registered under Taxi Quota only should be provided. Private vehicles shall not be accepted and payment for such vehicles will not be made.
- i. The vehicles shall meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
- j. The vehicle provided must have all relevant documents like registration book/driving license/insurance /road tax receipt /permit fee/ passenger tax/border tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
- k. Bidders should supply three vehicles (out of three, he should have ownership of at least one commercial vehicle of required category or higher of model not older than January 2009) of the type as per specifications, registered in their names or in the names of the firms or leased from a third party. The list of vehicles along with photocopies of lease agreement and registration book/RC should be attached with the tender (Qualification Bid).
- l. A board indicating that the vehicle is "ON CONTRACT WITH DOT, Go!" should be displayed whenever used for DOT purpose and the same should be removed when not used for DOT.
- m. The contractor shall pay any compensation arising out of any injury or death of any DOT Staff & Guests while travelling in vehicle, wherever it is required and the contractor shall insure (comprehensive insurance for 'T' board) the vehicle covering all terms
- n. The contractor should provide first aid facilities in the vehicle.
- o. Comprehensive insurance and permit should be up to date and shall be renewed when it falls due. The copy of the renewed insurance / permit should be produced along with the bill.
- p. Insurance : The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the contractor. The Service Provider shall arrange necessary insurance cover for any persons/ vehicles deployed by him even for short duration. DOT shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/ claim falling on DOT, the same shall be reimbursed / indemnified by the Service Provider.

3. CONTRACTOR -

- a. Contractor shall in no case lease/transfer/sublet the contract under this tender.
- b. 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.
- c. Unsatisfactory or unprofessional behaviour 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.
- d. 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.
- e. 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.
- f. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.
- g. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
- h. The work contract can be distributed among two or more parties at the sole discretion of competent authority. In case of termination of contract with one party, competent authority may allot the work to other parties on the same terms and conditions and on same rates.
- i. The firm should be registered and should furnish a copy of registration certificate in support thereof.
- j. Only such contractors may apply whose vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such vehicles are to be operated.
- k. The contractor must have at least 3 well trained drivers on their employee roll.
- l. The contractor must reimburse all the expenditure incurred on travelling by the officer, in case of failure to provide the vehicles on any day, for any reason whatsoever. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer. Failing to do so will result in termination of the contract, forfeiting of the security deposit and/or deduction of the payment for the whole month.
- m. 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 contract.
- n. Statutory Requirements - It is necessary to have the Registration with Service Tax, PAN etc. However, if the contractor does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.

The contractor should abide by the provisions of:-

- i. Contract Labour Act.-1970
- ii. The payment of wages Act-1936
- iii. The payment of minimum wages Act.1948
- iv. Workman compensation Act 1923
- v. Employment liability Act.
- vi. Group Insurance Act.
- vii. Any other act/rule/law of the state which is applicable

- o. Govt. Tax / Levy / Duty other than Service Tax will be borne by the contractor.

4. - DRIVERS

- a. The contractor shall provide qualified, experienced, licensed and 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.
- b. The drivers should be residents of Coimbatore and also be equipped with Mobile phone.

- c. No charges will be given for lunch/tea of the driver. Driver should carry his lunch.
- d. Drivers of each vehicle requisitioned by this office will report to the respective officers to which the vehicles are allotted.
- e. Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. 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.
- f. 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.
- g. The driver must be punctual and arrive on specified time at specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
- h. 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.
- i. 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 3.l above).
- j. The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.
- k. 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 the contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
- l. Attested copy of driver's driving licenses should be submitted during the contractual period.

5. - METER READING

- a. Meter reading will start/close from point of pickup to the point of drop. Extra 5 Km or the distance from garage to pick up/drop point, whichever is less shall be added as distance to the garage. Minimum fixed Km shall be 1000 Km per month. If the vehicle is not called on any day due to any reasons, the total kms for that day will be treated as 0 (Zero).
- b. The driver /contractor shall maintain the log book / trip sheet as per Proforma approved by DOT for every trip/ requisition separately. The log book / trip sheet should be got signed from the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting / ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book / trip sheet without signature will be accepted in support of the bill for payment.
- c. 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.
- d. 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.
- e. 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.

6. PAYMENTS

- a. The contractor shall submit the bills monthly in triplicate on serially machine numbered printed forms only by 5th of the following month, to the concerned officer in charge along with an advance stamped receipt and copy of certified log sheets for the distance covered for processing for payment.
- b. **The service tax at the rate of 15% for 40% of the bill amount should** be shown separately in the bill, which shall be paid by DOT. Necessary deductions towards income tax and surcharge and any other tax levied by state / central Government / Local administration shall be made from the bills at the time of payment as per rules in existence at that time. The payment will be made through crossed cheque or e-payment for which the contractor has to execute a mandate form. The service tax should be paid periodically. The service tax claimed in each bill should be consolidated along with proof of payment of service tax with vehicle number to be submitted along with the bill whenever due for processing of the next month's bill.

- c. Payment of bills would take about three to four weeks time on an average. No advance payment shall be made under any circumstances.
- d. 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.
- e. The maintenance cost, charges of petrol, 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.
- f. Parking charges, Inter-state/Entry tax and toll tax shall be paid extra as per actual on production of documentary evidence.
- g. In case of breakdown/ servicing / repair, the contractor shall provide alternate vehicle of same or upgraded Make and Model failing which vehicle shall be hired from any other source (s) at the risk and cost of the contractor.
- h. The chargeable KM run per day will be the sum of the {total distance used by DoT on that day} and {(the actual distance from garage to office) x 2 or 10 Km whichever is less}
- i. In case of absence / non performing of work, pro-rata deductions with suitable penalty will be made in the bills.

7. - PRICE REVISION

The DoT shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However price revision due to increase or decrease in Diesel rates shall be applicable, and worked out from the base rate on the following formula.

The rates of diesel on the date of contract will be recorded. Based on the rates of diesel on the first date of calendar month the compensation amount will be calculated. For this purpose, it will be compulsory to produce the receipt of diesel refill for that particular vehicle only from any of the CPSU petrol pump like HP, IOC, BP. If the receipt of fuel refill on the first day of month is not produced along with the bill, than the benefit of Fuel (Diesel) rate increase will not be given. The additional amount to be paid on account of "Fuel (Diesel) rate increase" for a particular month will be done as per the following formula:

Amount towards Increase or decrease in Fuel (Diesel) during the month = $(A \times B)/15$

Where

A= Increase / Decrease in rates of fuel as on first date of month as compared to the date of contract

B= Total completed KM during the Month

15 is the nominal mileage of the vehicle, Km per litre (kmpl)

For example: If the rate of fuel on the date of contract (Say 01/06/2016) is Rs. 51.18 per litre, and the rate of fuel on first date of any month (Say 01/12/2016) is Rs. 55.97. Total KM run in any particular month (Say December 2016) is 1200 KM. As Increase in fuel price is Rs. 55.97 – Rs. 51.18=4.79,

Then the Fuel rate increase compensation for the month of December 2016 will be:

Fuel rate increase compensation= $(4.79 \times 1200)/15 = \text{Rs. } 383.2$

In case of decrease in fuel rate, the amount towards decrease will be calculated similarly and reduced from the total bill. In case of any dispute in calculating the amount for fuel rate increase compensation, the decision of DDG TERM Tamilnadu shall be final and binding.

PRICE SCHEDULE and Tender Evaluation

Rates are required to be quoted as per the table given below separately for AC vehicle on regular basis and on call basis and Non AC Vehicle on regular basis.

A. - AC Vehicle on regular basis – Maruti Suzuki SX4 Vxi, Maruti Suzuki Swift Dzire, Tata Indigo, Huandai Accent, or higher version (Registered on or after 01-01-2013)

Sl. No.	Job Description	Rate in Figures
1	Basic Rate for 1000 Kms per month (in Rs.)	Not to be quoted here. To be quoted only in online BOQ.xls sheet
2	Extra Charges per Km up to 200KM (in Rs.)	
3	Extra Charges per hour up to 30 hours for Detention beyond 10 hours per day (in Rs.)	
4	Outstation Night halt charges up to 2 nights (Rs per night)	
5	Any other charges (Pl. indicate)	

B. Non AC Vehicle on regular basis -Tata Indica, Maruti Suzuki wagon R or higher version (Registered on or after 01-01-2013)

Sl. No.	Job Description	Rate in Figures
1	Basic Rate for 1000 Kms per month (in Rs.)	Not to be quoted here. To be quoted only in online BOQ.xls sheet
2	Extra Charges per Km up to 200KM (in Rs.)	
3	Extra Charges per hour up to 30 hours for Detention beyond 10 hours per day (in Rs.)	
4	Outstation Night halt charges up to 2 nights (Rs per night)	
5	Any other charges (Pl. indicate)	

C. AC Vehicle on call basis – Maruti Suzuki SX4 Vxi, Maruti Suzuki Swift Dzire, Tata Indigo, Huandai Accent, or higher version (Registered on or after 01-01-2013)

Sl. No.	Job Description	Rate in Figures
1	4 hours per day with up to 40KM run in a day	Not to be quoted here. To be quoted only in online BOQ.xls sheet
2	8 hours per day with up to 80KM run in a day	
3	10 hours per day with up to 100KM run in a day	
4	Extra Charges per Km up to 200KM (in Rs.)	
5	Extra Charges per hour up to 30 hours for Detention beyond 10 hours per day (in Rs.)	
6	Outstation Night halt charges up to 2 nights (Rs per night)	
7	Any other charges (Pl. indicate)	

Evaluation :

Evaluation will be done on the comprehensive charges for 1 AC vehicle on regular basis + 2 non AC vehicle on regular basis + 1 AC vehicle on call basis as given below. Thus the lowest bidder L1 shall be arrived at.
Total comprehensive charges = Charges for AC Vehicle on regular basis + 2 x charges for Non AC Vehicle on regular basis + Charges for AC Vehicle on call basis.

Charges for AC Vehicle on regular basis = Charges for 1000 Kms in one month in Rs. + Charges for 200 Extra Km in Rs. + Charges for 30 Extra hours + Two outstation charges in Rs + Any other charges

Charges for Non AC Vehicle on regular basis = Charges for 1000 Kms in one month in Rs. + Charges for 200 Extra Km in Rs. + Charges for 30 Extra hours + Two outstation charges in Rs + Any other charges

Charges for AC Vehicle on call basis = Charges for 4 hours per day with upto 40KM run in a day + Charges for 8 hours per day with upto 80KM run in a day + Charges for 10 hours per day with upto 100KM run in a day + Charges for 200 Extra Km in Rs. + Charges for 30 Extra hours + Two outstation charges in Rs + Any other charges

SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

NIT No: _____

Subject: Authorisation 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
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I.

II.

Alternate
Representative

Signatures of Bidder

or
Officer authorized to sign the bid
Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

SECTION-X -

CHECK LIST FOR BIDDERS -

The bidders are advised to check the following are enclosed before submission of the bid.

Sl. No.	Check	Yes/ No/ Not Applicable
1	Cost of Tender documents.	
	DD No. Amount Date	
2	EMD	
	DD No. Amount Date	
3	Whether all the Pages are signed with seal & properly tagged with all documents?	
4	Whether Bid Form is filled up ? (Section II)	
5	Whether Tenderer's Profile is filled up? (Section III)	
6	Whether attested copy of Registration of the firm is attached?	
7	Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.	
8	Attested copy of latest Income Tax return.	
9	Attested copy of PAN card.	
10	Attested copy of Partnership Deed or proprietorship deed /	
11	Attested copy of Service Tax certificate.	
12	Attested copy of Experience certificate.	
13	Declaration regarding no relative working in DOT (Section V)	
16	Letter of Authorization for attending tendering process, in original if applicable (Section IX) – to be submitted separately	
17	Technical Bid with Documents as per (Clause 10 of Section VI) and with enclosures Sl. No.1 to 17 above uploaded	