



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o DEPUTY DIRECTOR GENERAL (TERM) J&K  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
4th floor, BSNL Telephone Exchange Building, Adjacent R.B.I Bldg  
Rail Head Complex, P.O. Railway Station, Jammu – 180012

E-TENDER DOCUMENT  
FOR

## **“Hiring of Light Commercial Vehicles”**

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, J&K (JAMMU)

**NIT No: 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated 21/02/2017**

Not transferable

Price Rs. 570.00



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GOVERNMENT OF INDIA  
DEPARTMENT OF TELECOMMUNICATIONS  
O/O DEPUTY DIRECTOR GENERAL (TERM) J&K  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
4th floor, BSNL Telephone Exchange Building, Rail Head Complex, Jammu,J&K-180012

**PART-I**

SALE DETAILS

TECHNICAL BID DOCUMENT

FOR

**“Hiring of Light Commercial Vehicles”**

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,J&K (Jammu)

NIT No: 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated 21/02/2017

ISSUED TO:

M/s .....

Received Rs 570/- (Five Hundred and Seventy Rupees Only) including Service Tax towards the cost of Tender Document as per the details given below:

Demand Draft No. .... Dated: .....

Name of the Bank: .....

Branch: .....

GOVERNMENT OF INDIA  
DEPARTMENT OF TELECOMMUNICATIONS  
O/O DEPUTY DIRECTOR GENERAL (TERM) J&K  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
4th floor, BSNL Telephone Exchange Building, Rail Head Complex, Jammu, J&K-180012

**NIT No: 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated: 21/02/2017**

**NOTICE INVITING e-TENDER (NIT)**

**E-Procurement TENDER NOTICE for Hiring of Light Commercial Vehicles**

- The office of **DDG TERM Cell J&K, Jammu** on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in Two bid system i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing services of registered Light Commercial vehicles on hired basis. The requirements are as below:-

Description of services	Types of vehicle	Quantity	Age of vehicles
Hiring of light commercial vehicle	Non- AC Compact Sedan (Swift Dzire, Tata Indigo, Amaze)	01	Not older than Feb 2014
	Non-AC (Xylo, Scorpio, Safari ,Bolero)	01	
	AC Innova	01	

Note: The Bidder has to submit Demand draft for the amount of Rs. 28,220/- as EMD & Rs. 570/- for Tender document fee. The DDs have to be drawn in the favor of "CAO (Cash) O/o CCA, Jammu" Payable at Jammu, J&K. The DDs have to be submitted offline before 14:00 Hrs of 15/03/2017 and scanned copy of DD to be uploaded online

- Schedule to Tender

Sl. No	Activity Description	Schedule
1.	Date of issue of Bid document	21/02/2017 to 15/03/2017. The tender document can be downloaded from the DOT web site <a href="http://www.dot.gov.in">http://www.dot.gov.in</a> or the E Procurement portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> by using bidder login credentials.
2.	Last date & time for receipt of tender	16:00 Hours of 15/03/2017

3.	Last date and time of submission of Bid	16:00 Hours of 15/03/2017
4.	Last date and time of Physical submission of DD towards EMD and tender document fee	16:00 Hours of 15/03/2017
5.	On-line opening of Tender Bids (Technical bids)	16:30 Hours of 16/03/2017
6.	Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later through mail
7.	Place of opening of tenders	O/o DDG TERM Cell, J&K, 4th floor, BSNL Telephone Exchange Building, Rail Head Complex, Jammu, J&K-180012
8.	Bid Validity period/validity of bid offer for acceptance by DoT	90 days from the date of opening of tender
9.	Estimated cost of tender	Rs. 11,28,960/- (approximately)
10.	Bid security (EMD ) 2.5% of estimated cost of tender	Rs. 28,220/-
11.	Performance security	Rs. 1,12,900/-
12.	Duration of contract	One Year from the date of award of contract. However, the same may be further extended for one more year on same rate, terms & conditions on mutually agreed basis.
13.	Cost of Bid document	Rs. 570/-

Aspiring Bidders who have not enrolled/registered in e e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

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

Demand Draft for an amount of **Rs.570/-** (Rupees: Five Hundred and seventy only) (non refundable) from Nationalized/ scheduled bank drawn in favour of **“CAO (Cash), O/o C.C.A. J&K Telecom Circle,**

**Jammu**", payable at Jammu 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 Demand draft submitted.

The applicant has to deposit Earnest Money (EMD) of **Rs. 28,220/- (Twenty Eight thousand Two Hundred Twenty only)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **CAO, O/o CCA J&K payable at Jammu**. The same has to be submitted in soft copy format on line.

The aforesaid DDs orders towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e. ADG II, TERM Cell J&K on or before 14:00 Hours of 15/03/2017.

The duly filled tender documents shall not be accepted if there are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).

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

**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).

Sd/-  
ADG II.  
O/O DDG (TERM), J&K  
Jammu-  
180012

## INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If



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

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

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

xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

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

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

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

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

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

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

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

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

xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders

should follow this time during bid submission.

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

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

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

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

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

**SECTION-II**

**BID FORM**

**NIT No:** 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated: 21/02/2017,

To,

ADG II  
O/O DDG (TERM), J&K  
Jammu-180012

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 **Hiring of Light Commercial Vehicles** in the office of DDG TERM-J&K, Jammu in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
8. We have enclosed herewith a DD for a sum of Rs. \_\_\_\_\_ towards Bid security.

Bid security details (EMD)	Demand Draft no.	Dated:-	Name of the bank and branch
	Payable at: Jammu, J&K		----- -----

Signature of Authorized Signatory..... Dated this .....of .....2017  
In capacity of.....  
Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

**SECTION-III**

**Bidders Profile & Certificates**

<p>1.</p>	<p>Name of Tendering Company/ Firm / Agency (Attach certificate of registration)</p> <p>-----</p>	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div> <p align="center">Photograph of the tenderer / authorized signatory holding power of attorney</p>
<p>2.</p>	<p>Type of Firm i.e Proprietorship /Partner ship or company registered under company act,1956</p> <p>-----</p>	
<p>(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.</p>		
<p>3</p>	<p>Name of proprietor / Director of Company/Firm/agency</p>	<p>-----</p>
<p>4</p>	<p>Full Address of Reg. Office with Telephone No., FAX No. &amp; E-Mail</p>	<p>Address: -----</p> <p>Telephone (o).....</p> <p>Mobile .....</p> <p>Fax no. -----</p> <p>Email-ID.....</p>
<p>5</p>	<p>Full Address of Operating Branch/Office with Telephone No., FAX No. &amp; E-Mail</p>	<p>Address: -----</p> <p>Telephone (o).....</p> <p>Mobile .....</p> <p>Fax no. -----</p> <p>Email-ID.....</p>

6	Address/Location of Garage	-----																							
7	Date/year of commencement of business:	-----																							
8	<p>Details of vehicles owned by the bidder. The bidders should have at least one light commercial vehicle of model not older than Feb 2014 (model is first time registration year), registered in the name of proprietor/partners/Company for use as commercial vehicles in the state of J&amp;K.</p> <table border="1"> <thead> <tr> <th>Sl.no</th> <th>Registration no and date</th> <th>Make and model</th> <th>Date of purchase</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Sl.no	Registration no and date	Make and model	Date of purchase																		
Sl.no	Registration no and date	Make and model	Date of purchase																						
9	Whether it is Proprietorship/Partnership/Private Limited/Public Limited (Please attach Certificate of Registration/Any other relevant document for the Proprietor/Partnership/Company, signed copy to be scanned and uploaded online)	-----																							
10	<p>Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in providing Light Commercial vehicles or job of similar nature to Central/State Government/ Public Sector/ Banks during last three years. The summary of that can be tabulated in the given format in chronological order</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl.no</th> <th rowspan="2">Details of dients along with address telephone number and fax number/email ID</th> <th rowspan="2">Amount of contract (In Rs.)</th> <th colspan="2">Experience certificate</th> </tr> <tr> <th>from</th> <th>to</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Sl.no	Details of dients along with address telephone number and fax number/email ID	Amount of contract (In Rs.)	Experience certificate		from	to															
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			from	to																					
11	PAN / GIR/TAN No (Self-attested copy to be scanned and uploaded online)	-----																							
12	Service Tax Registration Number of the Firm (if applicable) (Self-attested copy to be scanned and uploaded online)	-----																							
13	Contact name of the person with Mobile no. (for service before 9 AM	-----																							

	and after 7 PM and during the day)	
14	The bidder/firm hereby declares that they will be able to supply all the tendered requirement of commercial vehicles of models registered not earlier than Feb 2014 and in good running condition.	
15	Additional information, if any (Attach separate sheet if required)	
It is certified that the above information/certificates are true and in case of any of these found to be false; I/we shall be liable for any action as decided by the Department of Telecommunications.		

Signature of the tenderer/authorized signatory with seal

Place:-

Name:-

Date:-

Seal

CERTIFICATE

( PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF  
TELECOMMUNICATIONS, J&K )

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

I ..... s/o Sh. ....

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

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

Signature of the tenderer/ authorized  
signatory  
Name:-  
Date:-  
Place:  
Seal:

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/ authorized  
signatory  
Name:-  
Date:-  
Place:  
Seal:

**CERTIFICATE**

**(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)**

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

(Signature of the tenderer/authorized signatory)

Place:-

Name:-

Date:-

Name & address of the firm:-

Seal



**CERTIFICATE**

**DECLARATION FOR NON TEMPERING OF TENDER DOCUMENT**

I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----, hereby declare that I

/ We have not tampered the tender document issued vide TENDER NO. 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated: 21/02/2017, which is downloaded from the website **www.dot.gov.in** & <http://www.eprucure.gov.in>.

(Signature of the tenderer/authorized signatory)

Place:-

Name and capacity in which as signed:-

Date:-

Name & address of the firm:-

Seal

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING**

**FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT**

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

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

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ....hereby declare  
that the firm/company namely M/S .....was  
Blacklisted or debarred by DOT, or any other Government Department from taking part in  
Government tenders for a period of ..... years with effect from..... The period is over  
on.....and now the firm/company is entitled to take part in Government tenders.

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

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

(Signature of the tenderer/authorized signatory)

Place:-

Name and capacity in which as signed:-

Date:-

Name & address of the firm:-

Seal

**CERTIFICATE**

**PRE RECEIPT FOR REFUND OF EARNEST MONEY**

Received with thanks from Communication Accounts Officer, O/o CCA, J&K Telecom Circle,  
Jammu a sum of Rs. ----- /- (Rs -----) only,  
towards refund of Earnest Money Deposit paid in respect of Tender for "Hiring of Light Commercial  
Vehicles " for use in O/o DDG(TERM) J&K, Jammu.

**Tender No : 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 of dated 21/02/2017**

Date:

Signature of Bidder

(On one rupee revenue stamp)

Place:

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

Name & Address: .....

.....

.....

**CERTIFICATE**

**LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE**

(Must be submitted to O/o DDG (TERM), J&K on or before date of bid opening)

To,  
DDG (TERM), J&K  
4th floor , BSNL Telephone Exchange Building, Adjacent R.B.I Bldg.,  
Rail Head Complex, P.O. Railway Station,  
Jammu – 180012.

Sub: Authorization for attending the office on \_\_\_\_\_ (date) in the

Tender of \_\_\_\_\_

Following person is authorized to attend the office for the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder).

Name of the Representative

Specimen Signature

1. \_\_\_\_\_

\_\_\_\_\_

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

## SECTION IV

### INSTRUCTIONS TO BIDDERS

#### 1. GENERAL:

- 1.1 The Tenderer must read carefully 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 (vehicles), manpower and materials need only participate in this tender.
- 1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at JAMMU only.
- 1.3 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 1.4 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- 1.5 Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
- 1.6 It is implied that the tenderer has obtained all necessary information's directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 1.7 The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 1.8 The tenderers who are confident of executing the contract in time by employing the required resources (vehicles), manpower and materials should only participate in this tender offer.
- 1.9 The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.**
- 1.10 **The quantities indicated in tender may increase or decrease by 1 (One) and the estimated cost of tender may vary by 25%.**
- 1.11 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative signs it in that behalf shall accompany the tender, **"Power of Attorney" duly attested by public notary must be submitted.** In case of the partnership firm, Self Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of

### **Memorandum of Article & Association.**

- 1.12 Interest shall NOT be payable on the Earnest Money deposit.
- 1.13 The Earnest Money of the successful tenderer will be adjusted towards security deposit and 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.

### **2. DEFINITIONS:**

2.1. 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 TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, 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.

2.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

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.

"Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The "SITE" shall mean the location wherein the work is to be executed under the contract.

The "DoT" means the Department of Telecommunications, and its successors.

The "COMPETENT TELECOM AUTHORITY" means the DDG (TERM) J&K.

2.3. 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.

Words imparting the singular number include the plural number and vice-versa.

### 3. ELIGIBLE BIDDERS (PQC: Pre-qualification criterion)

- a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and attested copy of **registration** may be attached.
- b. Bidder must have **Service tax registration** certificate, if applicable, issued by competent authority.
- c. Bidder must have **PAN/TAN/GIR card**.
- d. The bidder should own or have lease of minimum of 1 vehicle of model not older than Feb 2014. The vehicles should be registered as commercial vehicle.. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- e. The vehicle should be registered as a commercial vehicle and the model not older than Feb 2014. The lowest bidder shall made available the vehicle at the place, to be decided by the department, for inspection. If the dept. Is satisfied with the condition of the vehicles, only then, purchase order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non-issue of purchase order, the earnest money of such bidder shall be forfeited.
- f. The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
- g. **The bidder should have at least one-year experience; certificate of satisfactory performance in similar services preferably with Central Govt./ state Govt./Public sector in the past three years shall be provided. Bidder should have previous year income tax return certificate.**
- h. **“No near relative” of the bidder firm/company be working/employed in Department of Telecommunication, J&K.**
- i. **The vehicle which has undergone heavy wear and tear will not be accepted in spite of that they are not older than Feb 2014.**

### 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 DOCUMENTS

The Bid Documents include:

- Notice Inviting Tender
- Bid Form
- Tenderers Profile & certificates
- Instructions to Bidder
- General Conditions of Contract
- Specifications & Schedule of Works
- Agreement Format
- Performance Security Bond Form
- Check list for Bidders
- Financial Bid Form

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 ADG-II, in writing or by FAX at the Officers mailing address indicated in the invitation of Bid. The ADG-II, TERM Cell, J&K shall respond in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and clarifications by the 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 website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

## **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, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. 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, shall 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.
- c. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

## **8. DOCUMENTS COMPRISING THE BID**

The Bid prepared by the bidder shall comprise the following components:-

- a. Documentary evidences in accordance with Clause 3 and 11 that the bidder is eligible and is qualified to perform the contract if his bid is accepted.
- b. Bid Security furnished in accordance with Clause 12.
- c. Bid Form, Tenderers Profile with Certificate and Financial Bid completed in accordance with Section II, III, XI.

## **9. BID FORM**

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and prices as per Financial Bid Form ( Section XI), furnished in the Bid documents, indicating the services to be carried out, and Brief description of the services.

## **10. BID PRICES**

Separate rates are to be quoted based on the Schedule of work.

## **11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

**The following documents must be submitted along with tender document, any tenderer submitting bid**



**without documents those specified below, is liable to be summarily rejected.**

- i. Tenderer's Profile duly filled as per **section III**.
- ii. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
- iii. Bidder must have **Service tax registration number**, if applicable issued by competent authority.
- v. Bidder must have **PAN/TAN/GIR card**.
- vi. Self-Attested Copy of **experience certificate** of at least **one year** during the last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of providing light commercial vehicles as described in Section VI. The certificate should be issued by the officer of the rank of Divisional Engineer/Branch Manager/Executive Engineer/Under Secretary or above.
- vii. Bidder should have previous year **income tax return certificate**.
- viii. Certificate of "No near relative" of the bidder firm/company be working/employed in Department of Telecommunication, J&K to be executed on Rs.10/- Stamp paper & Attested by Public Notary/Executive Magistrate by the bidder.
- ix. Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- x. Declaration towards **Non – tampering of tender document**.
- xi. Self-Attested copy of **Partnership Deed or affidavit** in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- xii. Bidders profile dully **filled & signed as per section III**.
- xiii. All the tender document **pages should be stamped and signed**.
- xiv. Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.

## **12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- a. **Earnest Money (2.5% of the Estimated Cost of the work)** shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the CAO, O/o CCA J&K payable at Jammu 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 as 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

**13. 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.

**14. SUBMISSION OF BIDS**

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

**Method of preparation of bid:**

- a) FINANCIAL BID: Rate of contractor service charges for "Hiring of Light Commercial Vehicles" in TERM Cell J&K should be quoted clearly in the financial bid (Section XI).
- b) 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.
- c) A declaration in the preforma given in Section III, has to be submitted along with the Bid document.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in Department of Telecommunications, J&K. The tenderer thus should give certificate along with tender document that none of his/her relative is working in Department of Telecommunications, in J&K. Near relative for this purpose is defined in **Section III**.

**15. 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.

**16. MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

**17. 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.**

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

## 18. 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.

Arithmetic discrepancy in the Financial bid shall be rectified in the following manner. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected by the DOT accordingly. If there is discrepancy between the words and figures, the amount in words shall prevail. 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 quoted by the contractor and as per Section XII: Bid evaluation of tender document.***

## 19. 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 :

- a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided there in.
- b) If the Bid Validity is less than the period prescribed (90 Days).

- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of 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).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- g) If prices are not filled properly in the Financial Bid.
- h) Without assigning any reason thereof.

## **20. 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.

## **21. 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.

## **22. 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) J&K 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 he can also reduce or extend the period of contract without assigning any reason.

## **23. LETTER OF INTENT (LOI)**

The DOT will issue an LOI which constitute the intention of the DOT to enter into contract with the bidder.

The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 32 of Section V and also submit the Agreement form as per Section VIII duly completed in all aspects.

## **24. 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 at Section VIII 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 what so ever 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.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called "Award of Contract" (AOC) will state the contract price that the TIA will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

## **25. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of Clause 23, 24 of section IV 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.

## **26. Duration of Contract:**

One Year from the date of award of contract. However, the same may be further extended for one more year on same terms & conditions on mutually agreed basis.

## SECTION V

### GENERAL CONDITIONS OF CONTRACT

#### 1. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document

#### 2. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change

#### 3. 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.

#### 4. PRICE ESCALATION

The DoT shall not be responsible for any escalation subject to Clause 21 of Section V in prices of resources(vehicles), 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.

#### 5. 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.

**6. QUALITY OF WORK**

The DDG (TERM) J&K 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. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

**7. GUARANTEE**

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

**8. INSURANCE**

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the resources, plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom Authority may require.

**9. 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. 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.

**10.** 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 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?

**11.                   INSOLVENCY OR DEATH OF CONTRACTOR**

**11.1** 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 the DDG (TERM) J&K shall have the power to terminate the contract without previous notice.

**11.2** Contractor's heirs/representatives shall, without the consent in writing of the DDG (TERM) J&K, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. 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) J&K, in writing.

- 11.3 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the DDG (TERM) J&K shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

**12. SUB-CONTRACTS**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

13. DDG (TERM) J&K reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms here of and for the due fulfillment of the contracted works

14. The Contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

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) J&K shall have power to adopt any of the courses specified in clause- 29.2 ; clause- 29.3 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- 29.2; clause- 29.3 shall ensue.

16. The DDG (TERM) J&K will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the DDG (TERM) J&K reserve the right's to forfeit Earnest Money /Security Deposit.

17. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the

functions/duties, or for payment towards any compensation.

**18.** The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

**19. Special Conditions**

**19.1** The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. O/o DDG (TERM), J&K 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 O/o DDG (TERM), J&K have to be suitably compensated by contractor

**19.2** The contractor shall send the vehicle for periodical servicing at the cost of the contractor and the, O/o DDG (TERM), J&K will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability

**19.3** Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/o DDG (TERM), J&K as and when demanded

**19.4 Shortage in utilizing the contractual 1500 kms per month in any particular month shall be adjusted over a period of subsequent three months.**

**19.5** Change of commercial vehicle of same type and model will be allowed (For Second Vehicle) on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.

**19.6 The vehicle may be used anywhere in the territorial jurisdiction of J&K Telecom Circle. However Department will be in liberty to send the vehicle to any other state by paying the entry Tax/Toll Tax.**

**19.7** Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.

- 19.8** TDS applicable will be deducted from the payable amount of the bill.
- 19.9** Maximum 10 (ten) kilometers per day or the actual distance covered in round trip between User delivery address and the garage/normal parking place, whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/normal parking place.
- 19.10** The contractor shall abide with all local/municipal/state/central laws and regulations.
- 19.11** The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) J&K office to contact them as and when required, during the period of the contract.
- 19.12** Payment of all kinds of Government taxes or duties for supplying vehicles in J&K will be the liability of the contractor.
- 19.13** Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehavior by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the DDG (TERM), J&K.
- 19.14** The Service provider/contractor shall not engage any person below the age of 18 years.
- 19.15** Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of TERM, J&K authorized by DDG (TERM), J&K.
- 19.16** Ensuring the bonafides and legality of the drivers of the vehicles provided by the contractor will be the sole responsibility of the contractor and contractor will further ensure that the drivers have valid commercial vehicle driving license as on date.
- 19.17** In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day. The contractor/bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.

- 19.18 The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws or regulation shall be deemed to be breach of this contract.
- 19.19 The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- 19.20 Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- 19.21 The contractor should send the vehicle for periodical servicing at the cost of the contractor.
- 19.22 Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- 19.23 In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles
- 19.24 Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.

**20. Control of the vehicles**

- 20.1 The vehicles shall be supplied to TERM Cell Jammu, J&K, accordingly letter of Intent/work order for these three vehicles shall be issued by TERM Cell Jammu, J&K, and other rights & liabilities (during the currency of the contract), as per the agreement to be signed with the successful bidder, with TERM Cell J&K, Jammu only for these vehicles. .
- 20.2 Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of TERM Cell for the vehicles under their control. In case of any deficiency, TERM Cell may take action as per terms & conditions of

this tender and agreement to be signed, for the vehicles under their control.

- 20.3 Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by TERM Cell for the vehicles under their control. If decided so, penalties shall also be levied by TERM Cell for the vehicles under their control
- 20.4 In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the Officer.

**21. PRICE REVISION**

- 21.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is  $\pm 10\%$ . Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

$$\begin{array}{l} \text{Increase or} \\ \text{decrease in} \\ \text{price of Diesel} \\ \text{during the} \\ \text{month} \end{array} = \frac{\text{Actual KMs run by the vehicle X (Revised rate per litre MINUS Base rate per litre)}}{\text{Average KM PER LITRE OF diesel consumption (KMPL)}}$$

The Base Rate of Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as 15 Kms for Non- AC Compact Sedan (Swift Dzire, Tata Indigo, Amaze) & Ten Km. for Xylo/Scorpio/Bolero/ in non AC operation in Diesel driven. In case of AC mode operation of INNOVA the average KMPL would be 8 KM. If there is decrease in Fuel Price, formula will Indicate negative figure which means the deduction shall be done from the bill) .The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R & A) Central Rules 1971 and same shall be submitted along with monthly bills to be submitted by contractor.

- 21.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 15th day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

- 21.3 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month
22. The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
23. The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.
24. The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

25. **INSURANCE:**

Without limiting any of the other obligations or liabilities the contractor shall at his own expense take and keep comprehensive insurance for manpower and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the DoT for and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the DoT may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the DoT of the policies of insurance take within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the DoT may require.

26. **COMPLIANCE WITH LAWS AND REGULATION**

- 26.1 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 by 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, Government of 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

- 26.2 Any assignee to share any portion of the work to be performed here under may be assigned. Assignee to 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.

**27. FORCE MAJEURE**

- 28.1 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.
- 28.2 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.

**28. 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.

**28.1** The DDG (TERM) J&K may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship 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

**28.2** When the Contractor has made himself liable for action under clause- (29.3), the DDG (TERM) J&K 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) J&K 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 employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the DDG (TERM) J&K 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 there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may 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- (29.2) and/or clause (29.3) being adopted by DDG (TERM) J&K 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.

**28.3** In any case in which any of the powers conferred upon the DDG (TERM) J&K by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise here of shall not constitute a waiver of any of the conditions here of 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.

## **29. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**

**29.1** 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.

- 29.2** 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.
- 29.3** 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.

**30. PAYMENTS**

- 30.1** The Contractor shall submit bills should contains Bank A/c and IFSC code for electronic transfer of fund at office of concerned Competent Telecom Authority for the executed work complete in all respects by the JTO/SDE/AD/ADE/ADG/Director in charge of the section. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Telecom Authority. Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre- receipted. Payments will be made only by Account payee cheques or through ECS. The Competent Telecom Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- 30.2** 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 legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill
- 30.3** 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
- 30.4** Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor 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

- 30.5 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.
- 30.6 Payment will be made by way of account payee cheque/electronic transfer against the submission of monthly bills (in duplicate) with Log Book duly signed by the designated user(s). Bill shall be prepared as per clause 33 (33.1 to 33.5) of Section V. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

### **31. SECURITY DEPOSIT**

- 31.1 Earnest Money (2.5% of the estimated cost of work) deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- 31.2 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 EMD of Rs. 28,220/-) at the time of signing of agreement within 7 working days of the issue of the letter of intent. 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 Jammu, 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 JAMMU. The performance security should remain valid for Communication Accounts Officer o/o CCA, payable at JAMMU for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
- 31.3 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.
- 31.3 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
- 31.4 The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

- 31.5** 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
- 31.6** 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
- 31.7** 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.
- 31.8** Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

**32. DISPUTES AND ARBITRATION**

- 32.1** 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) J&K 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) J&K or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG (TERM) J&K or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG (TERM) J&K 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) J&K 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) J&K at Jammu or such other places as the arbitrator may decide.

- 32.2** 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.

**33. PREPARATION OF BILLS**

- 33.1** Rates quoted should be inclusive all taxes except Service Tax. Service Tax will be paid extra as per Govt. Rates applicable from time to time. Proof of deposit of service tax to appropriate authority should be submitted quarterly to respective TERM Cell (Jammu, J&K) for the vehicles under their respective control.
- 33.2** Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the duly slip by the user.
- 33.3** Calculation of distance: From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way
- 33.4** The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays, and period of duty beyond office hours & holidays (if vehicles are used on holidays) as overtime.
- 33.5** Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.

## SECTION-VI

### Specifications and Schedule of work

- 1 Service:**

Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in state of Jammu and Kashmir. However if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, toll tax levied for such journey will be reimbursed on production of receipt.
- 2 Reporting time**

Normally reporting time will be as directed by the controlling officers..
- 3 Quantity:**

Estimated number of vehicles to be hired is 3 (Three).  
Office of DDG (TERM), J&K reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- 4 Duty hours:**

Ten hours per day on all days of month except on Gazetted Holidays notified by Govt. However actual duty hours shall be specified by actual users of vehicles. However the timings and days may vary depending on the requirements and the actual duty hours shall be specified by the users of the vehicles.
- 5 Notice Period:**
  - a)** For regular requirements: - one day in advance.
  - b)** For urgent requirements: - one hour in advance.

**Note: - Telephonic intimation shall be considered as notice.**
- 6 Reporting Place & Jurisdiction:**

Any place within the jurisdiction of the Office of DDG (TERM), J&K. Actual place of reporting shall be specified by users of vehicles. Vehicle shall be required to run to any station within the territorial jurisdiction of J&K.
- 7 Counting of Distance:**

The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms whichever is less.
- 8 Accuracy of Meter reading:**

The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to the

Office of DDG (TERM), J&K.

**9 Penalties:**

- a) In case of break down, vehicles have to be replaced by other immediately or within not more than one hour. In case of non-availability of suitable vehicle a penalty of Rs. 1000/- per day may be imposed in addition to deduction of vehicle hiring charges on pro-rata basis for the breakdown period. If the number of break down exceeds three or more times in a month, a penalty of Rs. 1500/- per break down per day shall be imposed in addition to the vehicle hiring charges.
- b) In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed in addition to deduction of vehicle hiring charges at pro-rata basis for that day.
- c) In case of non- availability of vehicles during extra hours Penalty of Rs.500/- per occasion shall be imposed.
- d) In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to the DDG (TERM), J&K.
- e) In case of late reporting of vehicle for more than half an hour a penalty of Rs. 250/- per case will be imposed.
- f) In case a vehicle of lower category is provided a penalty of Rs. 500/- per day will be imposed.
- g) In case mobile Telephone is not attended by the Driver intentionally, there will be a penalty of Rs 250/-per instance.
- h) Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs.500/- will be imposed on each occasion.

**10 Special :**

- a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time. Telephone number must be specified in the bid.
- b) **The vehicle must have permit to travel in neighboring States i.e. Haryana, Punjab and Himachal Pradesh and Delhi in addition to J&K. Permit fee/all kind of entry tax will be borne by the contractor.**

- c) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- d) Parking and toll charges if any may be claimed by producing the Parking/toll slips.
- e) Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- f) The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall never report to the duty under influence of alcohol.
- g) The driver must use seat belt while driving and must not be allowed to talk on mobile while driving.
- h) In case of any accident or otherwise this office is neither responsible for any damage to vehicle nor injury/casualty to driver/any other person.
- i) The user may ask to change the driver without assigning any reason. The driver must be arranged within 3 working days.
- j) The contractor will provide well-behaved drivers having knowledge of different routes, knowing minor repairs of vehicles, having valid driving licenses and also having proper uniforms and name badge. The driver would also be equipped with Mobile phone for communication at the cost of the contractor.
- k) The vehicle provided by the contractor must be in excellent condition and have proper and complete documents, which should be shown to the user /officer in charge of the vehicle, if asked for. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected.
- l) Any change of Vehicle or driver on a regular basis shall be after written permission to this office. The permission shall be granted after submission of vehicle documents and driving license of the driver.
- m) The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer/ officials and deposit the same at the close of each month duty to the officer in-charge, Department of



Telecom.

- n) The contractor will comply with all the statutory requirements like pollution, emission, noise etc. applicable to transport vehicles.
- o) If monthly run is less than 1500 KMs in month, then balance KMs shall be brought forward and adjusted in next three months.

**SECTION-VII**

**SCHEDULE OF REQUIREMENTS**

<b>Description of services</b>	<b>Types of vehicle</b>	<b>Quantity</b>	<b>Age of vehicles</b>
Hiring of light commercial vehicle	Non- AC Compact Sedan (Swift Dzire, Tata Indigo, Amaze)	01	Not older than Feb 2014
	Non-AC (Xylo, Scorpio, Safari, Bolero)	01	
	AC Innova	01	

**SECTION – VIII**

**AGREEMENT**

The agreement made on this..... day of (month) ..... (year)..... between M/S ..... herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, J&K, 4th floor, BSNL Telephone Exchange Building, Rail Head Complex, Jammu, J&K-180012, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for Hiring of Light Commercial Vehicles in the O/o DDG (TERM) J&K, JAMMU on the terms and conditions herein contained and the rates approved by the DDG (TERM) J&K (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from (Date) ..... To (Date)..... or completion of work for Rs. (In words) ..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the DDG (TERM) J&K or any other person authorized by the DDG (TERM) J&K in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o DDG (TERM) J&K /AHM and/or O/o CCA Department of Telecommunications J&K is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

( )

( )

Signature on behalf of DoT

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

**SECTION- IX**

**PERFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of Deputy Director General (TERM) , DoT, J&K(hereinafter called DDG (TERM) J&K) having agreed to exempt \_\_\_\_\_ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ for the due fulfilment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of \_\_\_\_\_ we, ( name of the bank) \_\_\_\_\_ (hereinafter referred to as “the bank”) at the request of \_\_\_\_\_ approved tenderer’s do hereby undertake to pay to CAO O/o CCA J&K, 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) J&K, by reason of any breach by the said tenderer’s of any 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) J&K stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG (TERM) J&K, reason of breach by the said approved tenderer’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers 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) J&K, 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 CAO O/o CCA J&K, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers 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 approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. \_\_\_\_\_ and for a period of 15 months from the date of issue i.e. .... We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before .....and thereafter bank will not be liable for any claim or demand whatsoever.
6. We (name of the bank) \_\_\_\_\_ further agree with the DDG (TERM) J&K that the DDG (TERM) J&K shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG

(TERM) J&K, against the said approved tenderer(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 approved tenderer(s) or for any forbearance, and or any omission on the part of DDG (TERM) J&K, or any indulgence by the DDG (TERM) J&K, to the said approved tenderer(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. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (TERM) J&K

Dated: \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamp of Rs. 100/-

**SECTION-X**

**CHECK LIST FOR BIDDERS**

<b>SN</b>	<b>Documents</b>	<b>Yes/No or /NA)</b>
1.	Cost of Tender documents. DD No. Amt. Date	
2.	EMD DD No. Amt. Date	
3.	Whether all the Pages are stamped and signed & properly tagged with all documents?	
4.	Whether Bid Form is filled up? (Section-II)	
5.	Whether Bidder's Profile is filled up? (Section-III)	
6.	Whether Self Attested copy of Registration of the firm is attached?	
7.	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.	
8.	Self Attested copy of latest Income Tax return.	
9.	Self Attested copy of PAN card.	
10.	Self Attested copy of Service Tax certificate.	
11.	Self Attested copy of Experience certificate (Minimum one year for similar nature of work).	
12.	Declaration regarding no relative working in DOT on Rs. 10/- Stamp Paper & notarized	
13.	Declaration towards Non – Tampering of tender document.	
14.	Declaration about Blacklisted/Non-Blacklisted company Rs. 10/- stamp paper & notarized	
15.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	

GOVERNMENT OF INDIA  
DEPARTMENT OF TELECOMMUNICATIONS  
O/O DEPUTY DIRECTOR GENERAL (TERM) J&K  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
4th, BSNL Telephone Exchange Building, Rail Head Complex, Jammu, J&K-180012

**PART-II**

FINANCIAL BID DOCUMENT

FOR

“Hiring of Light Commercial vehicles”

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, J&K (Jammu)

**8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated 21/02/2017**

**(“FINANCIAL BID”)**



## Section XI: FINANCIAL BID

**Tender No. 8-4/2016-TERM (J&K)/Tender/Vehicle Hire/2016-17/25 Dated 21/02/2017**

**For providing Light Commercial Vehicles**

Name of tendering Company/ Firm/ Agency:

### SCHEDULE OF RATES

Sl. No	Vehicle	Rates
1	<b>Non- AC Compact Sedan (Swift Dzire, Tata Indigo, Amaze)</b>	
	1(a)	Rate of charge per month up to 1500 KM for one vehicle & per day 10 hrs duty in Rs.  In figure:- ..... In words:- .....
	1(b)	Rate per Km in Rs. in figure and words for extra Km run beyond 1500 Km per month  In figure:- ..... In words:- .....
	1(c)	Rate in Rs. per hour as overtime for duty performed beyond 10 hours per day  In figure:- ..... In words:- .....
	1(d)	Rate in Rs. Night Halt Charges, per Night  In figure:- ..... In words:- .....
2	<b>Non-AC (Xylo, Scorpio, Safari ,Bolero)</b>	
	2(a)	Rate of charge per month up to 1500 KM for one vehicle & per day 10 hrs duty in Rs.  In figure:- ..... In words:- .....
	2(b)	Rate per Km in Rs. in figure and words for extra Km run beyond 1500 Km per month  In figure:- ..... In words:- .....
	2(c)	Rate in Rs. per hour as overtime for duty performed beyond 10 hours per day  In figure:- ..... In words:- .....

	2(d)	Rate in Rs. Night Halt Charges, per Night	In figure:- ..... In words:- .....
<b>AC Innova</b>			
3	3(a)	Rate of charge per month up to 1500 KM for one vehicle & per day 10 hrs duty in Rs.	In figure:- ..... In words:- .....
	3(b)	Rate per Km in Rs. in figure and words for extra Km run beyond 1500 Km per month	In figure:- ..... In words:- .....
	3(c)	Rate in Rs. per hour as overtime for duty performed beyond 10 hours per day	In figure:- ..... In words:- .....
	3(d)	Rate in Rs. Night Halt Charges, per Night	In figure:- ..... In words:- .....

**Note: Rates should be inclusive of all taxes/duties (Central, State and Municipal)**

Signature of the tenderer/authorized signatory with seal

Place:-

Name:-

Date:-

Seal

## Section XII: Bid Evaluation

Following evaluation formula shall be used to determine the lowest bid

1. Non- AC Compact Sedan (Swift Dzire, Tata Indigo, Amaze)  
(Monthly basis)

Sl. no	Particulars (A)	Approximate Quantity (B) per month	= A x B
1	Rate for one vehicle for first 1500 Kms per month & 10 Hrs per day, say Rs."P"	1 vehicle	P x 1
2	Rate beyond first 1500 Kms, say Rs. "Q" per Km	500km	Q x 500
3	Extra hours Charges, say Rs. "H" per hour	10 hours	H x 10
4	Night Halt Charges, say Rs. "N" per Night	5 Nights	N x 5
Total Evaluated cost		C1 =	<b>= Px1 + Qx500 + Hx10+ Nx5</b>

2. Non-AC Xylo / Scorpio/ Safari / Bolero  
(Monthly basis)

Sl. no	Particulars (A)	Approximate Quantity (B) per month	= A x B
1	Rate for one vehicle for first 1500 Kms per month & 10 Hrs per day, sayRs."P"	1 vehicle	P x 1
2	Rate beyond first 1500 Kms, say Rs. "Q" per Km	500km	Q x 500
3	Extra hours Charges, say Rs. "H" per hour	10 hours	H x 10
4	Night Halt Charges, say Rs. "N" per Night	5 Nights	N x 5
Total Evaluated cost		C2 =	<b>= Px1 + Qx500 + Hx10+ Nx5</b>

3. AC Innova

Sl. no	Particulars (A)	Approximate Quantity (B) per month	= A x B
1	Rate for one vehicle for first 1500 Kms per month & 10 Hrs per day, say Rs."P"	1 vehicle	P x 1
2	Rate beyond first 1500 Kms, say Rs. "Q" per Km	500km	Q x 500
2	Extra hours Charges, say Rs. "H" per hour	10 hours	H x 10
3	Night Halt Charges, say Rs. "N" per Night	5 Nights	N x 5
Total Evaluated cost		C3 =	<b>= Px1 + Qx500 + Hx10+ Nx5</b>

**Total cost of Bid: = C1 +C2 + C3**

Note: - All responsive & technically qualified bids shall be evaluated based on the total cost of bid as per formula described above.

Signature of the tenderer/authorized signatory with seal

Place:-

Name:-

Date:-

Seal