



**Government of India**  
**Ministry of Communications**  
**Department of Telecommunications**  
**O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA**  
**1<sup>st</sup> Floor, BSNL Telephone Exchange, 197 Rajpur Road Dehradun -248009**  
**Phone: 0135-2734577 Email: ddgc.ddnupw-dgt-dot@gov.in**

Tender No.: DoT/TERM/UKD/1-22/Vehicle Tender/2018-19

## **E-Tender DOCUMENT**

**FOR**

**“HIRING OF LIGHT COMMERCIAL VEHICLES”**

**FOR USE IN**

**O/o THE DEPUTY DIRECTOR GENERAL (State Coordination)**

**Uttarakhand, UP (West) LSA, Dehradun**

**Non-transferable**

**Price of Bid Document: NIL**

Deputy Director General (State Coordination)

Uttarakhand, UP (West) LSA

Department of Telecommunications

Dehradun

(Visit us at [www.dot.gov.in](http://www.dot.gov.in), <http://eprocure.gov.in>)

Total No. of the Pages 40

**Last Date & Time of submission of bids : 11:00 Hrs of 28.11.2018**

**Date & Time of Online Opening : 15:00 Hrs of 05.11.2018**

## Contents

Sr. No.	Particulars	Page Nos.
1	Notice Inviting e-Tender (NIT)	3-5
2	Section I - Instructions to Bidders for e-Tendering	6-10
3	Section II - Bidder's Details & Schedule of Requirement	11
4	Section III - Tender Specific Terms & Conditions	12-14
5	Section IV - General (Commercial) conditions of Contract	15-24
6	Section V - Special conditions of Contract	25-26
7	Section VI - Instructions for filling Financial Bid Form (BoQ)	27-29
8	Annexure I - Contract Form	30
9	Annexure II - Declaration regarding acceptance to Terms and Conditions of the Tender	31
10	Annexure III - Performance Security Bond Form	32-33
11	Annexure IV - Certificate for the Documents downloaded from the Website	34
12	Annexure V - Certificate on Non-Participation of near Relatives in the Tender	35
13	Annexure VI - Declaration regarding Blacklisting/Non-Blacklisting	36
14	Annexure VII - Declaration of Non-tampering of Tender Document	37
15	Annexure VIII - Pre-Receipt for refund of Earnest Money Deposit	38
16	Annexure IX - Letter Of Authorisation For Attending Bid Opening	39
17	Annexure X - Check List of Documents	40



## NOTICE INVITING e-TENDER (NIT)

No.: DoT/TERM/UKD/1-22/Vehicle Tender/ 2018-19

Dated. 05.11.2018

1. E-Tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for Hiring of Light Commercial Vehicles for use in the office of Deputy Director General(State Coordination) Uttarakhand, UP (West) LSA, DoT {also referred as DDG (C)} for a period of one year, extendable for another one year or part thereof with same terms and conditions, from the date of contract. The bidders should have **at least two** light commercial vehicles as per requirement of the tender (type of vehicles mentioned below) of model not older than 2016 (first registration date), registered under Uttarakhand in their name at the time of Bid submission. The bidder must be able to supply all the tendered requirement of commercial vehicles with models not older than 2016 and in good running condition. The requirement is as follows:

Description of Services	Type of vehicles	Quantity	Estimated Cost (in Rs)	EMD (in Rs)
Hiring of Light Commercial Vehicles on monthly basis (2016 model or newer)	AC Vehicle (Type Sedan) : Maruti Suzuki Dzire / Tata Zest / Hyundai Xcent / Any other make & model with same or better Engine Power and Torque	1	16,50,000/-	41,250/-
	Non- AC Vehicle (Type Sedan) : Maruti Suzuki Dzire / Tata Zest / Hyundai Xcent / Any other make & model with same or better Engine Power and Torque	3		
Hiring of Light Commercial Vehicles on Call Basis	A/C Vehicle (Type Sedan): For Full Day or More	As per requirement		
	A/C Vehicle (Type MPV/SUV) : For Full Day or More	As per requirement		

## 2. Schedule

Dates of issue of Bid Document (Web Download)	05.11.2018 1500 Hrs
Clarification Start Date/Time	05.11.2018 1500 Hrs
Clarification End Date/Time	21.11.2018 1100 Hrs
Last date & time for submission of the tender online	28.11.2018 1100 Hrs
Last date and time of Physical submission of DD towards EMD or attested copy of valid document/certificate for exemption of EMD	28.11.2018 1100 Hrs
On-line opening of Tender Bids (Technical bids)	29.11.2018 11:00 Hrs
Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
Place of opening the Tender	O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA 1 <sup>st</sup> Floor, BSNL Telephone Exchange, 197 Rajpur Road, Dehradun -248009
Bid Validity period/validity of bid offer for acceptance by DoT	90 days from the date of opening of tender

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

- 3. Accessibility of Tender Document:** Tender document can be downloaded from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in)
- 4. Tender Document Fee & EMD:** Online Tender Document Fee for this Tender is NIL. DD for an amount of Rs 41,250/- towards EMD (non-refundable) inclusive of applicable taxes from Nationalized/Scheduled Bank drawn in favour of “**AO (Cash), O/o CCA, Dehradun**” payable at Dehradun, has to be submitted offline i.e. physically to this office (Scanned copy of DD to be uploaded online) failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the DD submitted. In case of exemption of EMD, the scanned copy of the attested document in support of exemption will have to be uploaded by the bidder during bid submission. Further physical copy of attested document in support of exemption shall be provided before stipulated time.
- 5. Sale of physical copy of Tender Document:** Not applicable - DoT has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender document would not be sold.

**6. Submission of Bids:**

Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website **<http://eprocure.gov.in>**. Bids have to be submitted online only at website <http://eprocure.gov.in> under two bid systems i.e. (i) Technical/Qualifying bid and (ii) Financial bid (BoQ) in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with signed tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid (BoQ) are detailed in section IV under clause 4.1.

7. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA in this regard shall be final and binding on all.

-Sd-

Assistant Director  
O/o DDG(C), UP (W) LSA  
1<sup>st</sup> Floor, BSNL Telephone Exchange  
197 Rajpur Road, Dehradun -248009  
Phone: 0135- 2733739  
Email: [adc2.ddnupw-dgt-dot@gov.in](mailto:adc2.ddnupw-dgt-dot@gov.in)

**(All details have to be filled and signed copy has to be scanned and along with scanned copies of all documents to be uploaded online as part of technical bid envelope)**

# SECTION-I

## Instructions to Bidders for e-Tendering

### General:

Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o DDG(C), Uttarakhand, UP(W) LSA, DoT has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP). Benefits to Suppliers are outlined on the homepage of the E-portal.

### Instructions:

#### 1) Tender Bidding Methodology:

Sealed Bid System - Two e-Envelopes

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

#### 2) Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal(CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP, Query to DOT (Optional), View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i) View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders).
- k) Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l) Submission of offline documents in sealed envelope at O/o Deputy Director General (State Coordination), Uttarakhand, UP (West) LSA, 1st Floor, BSNL Telephone Exchange Building, 197 Rajpur Road Dehradun -248009.
- m) Please scan documents properly so that the total size of documents to be uploaded remains minimum. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- n) Utmost care may be taken to name the files/documents to be uploaded on CPPP.
- o) There should be no special character or space in the name of file.

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

**3) For participating in this tender online, the following instructions need to be read carefully. The bidders are advised to also read the detailed guidelines available on CPPP.**

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

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

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

**NIC Help Desk No.:**

Telephone No. 1800 233 7315

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

**3. Bid related Information for this Tender (Sealed Bid).** The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- a. Submission of Bid Security/Earnest Money Deposit (EMD) or attested copy of valid document/certificate for exemption of EMD.
- b. Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- c. Tender Documents/Addendum/Addenda
- d. Two Envelopes:
  - i. Techno-commercial-Part
  - ii. Financial-Part

NOTE: Bidder must ensure that after following above the status of bid submission must become - "Complete".

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

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

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

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

#### **4) Offline Submissions:**

The bidder is requested to submit the following documents offline to O/o Deputy Director General, (State Coordination) Uttarakhand, UP (West) LSA, 1<sup>st</sup> Floor, BSNL Telephone Exchange Building, 197 Rajpur Road Dehradun -248009 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope :

- a. EMD in Original in accordance with Clause '1' of NIT or attested copy of valid document/certificate for exemption of EMD.

The envelope for EMD shall be super scribed as "EMD for E-Tender for Hiring of Light Commercial Vehicles for use in the office of Deputy Director General (State Coordination), Uttarakhand, UP (West) LSA, DoT, 1<sup>st</sup> Floor, BSNL Telephone Exchange Building, 197 Rajpur Road Dehradun -248009.

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

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

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



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

#### **5) Public Online Tender Opening Event (TOE)**

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

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

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

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

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

#### **6) Other Instructions:-**

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), click on e-procure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal. All relevant instructions/guidelines are available on eprocure portal and various links are provided therein.

**Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take

appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

**7) The following ‘Four Key Instructions’ for BIDDERS must be assiduously adhered to -**

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
- b. Register your organization on CPPP well in advance of your first tender submission deadline on **CPPP**.
- c. Get your organization’s executives concerned trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
- d. Submit your bids well in advance of tender submission deadline on **CPPP** (DOT will not be responsible any problem arising out of internet connectivity issues).  
Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

**8) Minimum Requirements at Bidders end**

Computer System of suitable configuration and recommendations if any in the CPPP should be used by the bidders.

**9) PRICE SCHEDULE/BOQ:**

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

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

## SECTION II

### Bidder's Details & Schedule of Requirement

1. Name of the Company/Firm
2. Address for Communication
3. Registered Office Address
4. Location of Garage, if any
5. Telephone No. (Office, Residence, Garage)
6. Name of Proprietor/Partners/Directors
7.
  - i. Date/year of commencement of business:
  - ii. Details of vehicles owned by the bidder.

The bidders should have **at least two** light commercial vehicles as per requirement of the tender of **model** not older than **2016 (model is first time registration year)**, registered in the name of proprietor/partners/Company for use as commercial vehicles in the State of Uttarakhand.

S. No	Registration No.	Date of Registration	Make and Model	Date of Purchase	Registered in the name of
1.					
2.					

8. Whether it is Proprietorship/Partnership/Private Limited/Public Limited Company:
9. Contact name of the person with Mobile no. (for service before 9 AM and after 7 PM and during the day)
10. Permanent Account Number (PAN) of the Company/ Firm
11. GST Registration Number of the Firm:
12. The bidder/firm hereby declares that they will be able to supply all the tendered requirement of commercial vehicles of models registered in 2016 or later and in good running condition.

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 bidder  
with Seal

## SECTION-III

### Tender Specific Terms & Conditions

1. **General:** Department of Telecommunication requires AC & Non-AC Light Commercial Vehicles (Type Sedan) as mentioned under clause 1 of NIT for the official use of O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA. It is therefore intended to enter into contract with contractor(s) for a period of one year extendable for another one year or part thereof with same terms and conditions with mutual consent.
2. **Eligibility :**
  - 2.1 The bidder should own minimum of Two light commercial vehicles as per requirement of the tender of model **not older than 2016** registered in their name(s) or firm's name for use as commercial vehicles in the State of Uttarakhand. The proof of ownership should be produced along with the qualifying bid documents.
  - 2.2 The bidder shall have experience of supplying hired vehicles to Central/State Govt. organization/PSU for minimum one year between the period 2014 - till submission of bid.
  - 2.3 The bidder must have registration under Goods Service Tax (GST).
3. **Scope of work:**
  - 3.1. The contractor shall provide Commercial Registered Vehicles on Hiring basis to be used anywhere in the State of Uttarakhand. Normally reporting for the hired vehicles on monthly basis will be at O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA, Dehradun. The vehicle shall be used for journey to any place in Uttarakhand. It may also be used for visiting neighbouring States and NCR.
  - 3.2. **Type of Vehicles:**
    - i. **For Hiring on Monthly Basis:** For Both Sedan (A/C) and Sedan (Non-A/C) the Maximum Power and Torque of the Diesel Engine of Vehicle should be 73.8 PS (54.3 kW) or more and 190 Nm or more respectively such as for some models of Maruti Suzuki Dzire / Tata Zest / Hyundai Xcent or Any other make & model meeting the criteria.
    - ii. **For Hiring On-Call Basis:** For Sedan Vehicle the type is same as mentioned in clause 3.2 (i) above. For Mult-Purpose Vehicle (MPV) / Sports Utility Vehicle (SUV) the Maximum Power and Torque of the Diesel Engine of Vehicle should be 140 PS (103 kW) or more and 320 Nm or more respectively such as for some models of Toyota Innova / Tata Hexa / Mahindra Scorpio / Mahindra XUV 500 or Any other make & model meeting the criteria.
  - 3.3. **Quantity of vehicles:** Estimated number of vehicles to be hired is as per clause 1 of NIT. However it should be clearly noted that DoT shall place the order only as per the actual requirement. DoT reserves the right to increase or decrease the quantity during the contract period.
  - 3.4. **Duty hours:** Normally Ten hours per day on all working days of a month. However actual timing of duty hours shall be specified by actual users of vehicles. However, depending on the requirement it may be called for duty on any day and holidays for which no extra payment shall be made.
  - 3.5. **Notice Period:**
    - i. For monthly and daily basis requirement one day in advance.
    - ii. For urgent requirements, one hour in advance. Telephonic intimation shall be considered as notice.

- 3.6. **Accuracy of Meter reading:** The meter should be accurate and its reading should tally with the actual distance of run at any instant. The controlling/authorized officer shall have full power to check the correctness of meter and to take action accordingly to recover the actual loss if any to the DoT.
- 3.7. **Special:**
- i. The bidder must have a telephone/mobile number where requisition of Vehicles can be conveyed anytime. **Telephone/mobile Number must be specified in the bidder's details.** The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time. The Department will not bear any cost / liability for the mobile phone of the driver and its call charges.
  - ii. No vehicle with registration in the Name of employee of DoT or his close relative should be supplied.
  - iii. Payment of any Govt. Tax including GST or any other duty / taxes for running the vehicles in Uttarakhand State will be liability of contractor.
  - iv. Parking and Toll charges, if any during official journeys, shall be paid by the contractor and should be claimed by producing the Parking/Toll slips along with the monthly bill. In case of journeys outside Uttarakhand, the entry tax for other states may also be claimed by producing the entry tax slip/receipt along with the monthly bill.
  - v. If monthly run is less than 1500 KMs in any month then balance KM shall be adjusted with the extra running Km of another Vehicle beyond 1500 Km in current month and / or brought forward and adjusted with extra running Km of same / another Vehicle beyond 1500 Km in the next **three** months.
  - vi. The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall not report to duty under their influence.
  - vii. The driver must use seat belt while driving and must not use mobile phone while driving.
  - viii. In case of any accident or otherwise this office is not responsible for any damage to vehicle and / or injury / casualty to driver or any other person.
  - ix. The user may ask to change the driver without assigning any reason. The driver must be arranged within three working days.
- 3.8. The contractor will provide well-behaved and properly dressed drivers possessing valid driving licenses having knowledge of different routes and minor repair of vehicles.
- 3.9. The contractor shall ensure that the vehicles supplied are properly cleaned from outside **and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of pure cotton towels which should be washed regularly.** Vehicles should be in perfectly sound working condition and suitable for use by senior officers of the Department. Engine of the supplied vehicle should be noise-free.
- 3.10. For any change of Vehicle or driver contractor shall take prior permission of the Department.

- 3.11. The driver of the vehicle must maintain a Log book certified by the officer / official concerned. The same should be submitted at the end of each month to the officer in-charge, Department of Telecom.
- 3.12. The contractor must comply to all the statutory requirements related to pollution, emission, noise etc. applicable to transport vehicles.
- 3.13. The contractor shall assume full responsibility for the safety and security of the officers/officials travelling in the vehicles. The DoT shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under law and any loss caused to the DoT have to be suitably compensated by the contractor.
- 3.14. The contractor shall send the vehicle for periodical servicing at his own cost. DoT will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be borne by the contractor. **When the vehicle is sent for servicing or in case of breakdown, an alternate vehicle of same or higher type is to be provided on that day to the satisfaction of the user.**
- 3.15. Regular checking of odometer by the designated transport authority should be done by the contractor and copy of the requisite certificate is to be produced when asked by the department.
- 3.16. The driver must have the eye sight of 6/6 after correction and he must be between 18 years and 60 years of age. An eye test certificate may be asked by the office.
- 3.17. In case vehicle is run for a part of month for the first or last month of the contract period, the payment will be done on pro-rata basis.
- 3.18. For the days the vehicle is called for duty **either** the actual distance covered in round trip between user reporting address and the contractor's garage **or** 10 (ten) kilometres, whichever is less is allowed as daily mileage that may be added to the daily run of the Vehicle.
- 3.19. In case of night halt, the night halt charges will be paid and the time beyond duty hours will not be counted for payment of extra charges. The Department will not be responsible for making arrangement for night halt of the driver and will not bear any cost / liabilities towards cost of stay or food charges.
- 3.20. For the vehicles hired on call basis for Full Day with reporting within city limits, the vehicle run shall be counted from the place of reporting to the place of release. No mileage from garage / parking place to the user's reporting place shall be admissible. If the reporting place is beyond city limits then mileage may be allowed after a run of 10 km (in one direction).

## **SECTION IV**

### **General (Commercial) Conditions of Contract**

#### **1. Definition of Terms**

- 1.1. Department or Department of Telecommunications (DoT) means O/o Deputy Director General (State Coordination) {in short written as DDG(C)}, Uttarakhand, UP (West) LSA, Dehradun, its office situated at 1<sup>st</sup> Floor, BSNL Telephone Exchange Building, 197 Rajpur Road Dehradun -248009.
- 1.2. The bidder/tenderer means the company/firm /agency that participates in this tender and submits its bid.
- 1.3. Contractor/Agency/Firm means the bidder whose bid will be processed by Department of Telecommunications and shall include such successful bidder, its legal representatives, and successors.
- 1.4. EMD shall mean Earnest Money Deposit.
- 1.5. Security Deposit or Performance Bank Guarantee (PBG) shall mean monetary guarantee furnished by the successful tenderer for the performance of the contract.
- 1.6. Parties: The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the O/o DDG (C) Uttarakhand, DoT, UP(W) LSA, Dehradun for and on behalf of the President of India.
- 1.7. Addresses: For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address to the O/o DDG (C) Uttarakhand, DoT, UP (W) LSA, Dehradun. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

#### **2. Receipt and Opening of Tenders**

- 2.1. Tenders duly filled in must be submitted online and shall be opened on the date and time indicated in the Notice inviting tenders.
- 2.2. If due date of receipt of tenders and that of opening of tender is declared as a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3. Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

#### **3. Preparation of Bid**

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



furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.

**3.1. Bid Document includes:**

- i. Detailed Notice Inviting e-Tender (NIT)
- ii. Instructions to Bidders (Section I)
- iii. Bidder's Details & Schedule of Requirement (Section II )
- iv. Tender Specific Terms & Conditions (Section III)
- v. General (Commercial) Conditions of Contract (Section IV)
- vi. Special Conditions of Contract (Section V)
- vii. Instructions for filling Financial Bid Form (BoQ) (Section VI)
- viii. Contract Agreement Format (Annexure I)
- ix. Declaration regarding acceptance to Terms and Conditions of the tender (Annexure II)
- x. Performance Security Bond Form (Annexure III)
- xi. Certificate for the documents downloaded from the website (Annexure IV)
- xii. Certificate regarding near relatives as per Annexure V. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all directors of company (Annexure V)
- xiii. Declaration regarding Blacklisting/Non-Blacklisting (Annexure VI)
- xiv. Declaration of Non-tampering of Tender Document (Annexure VII)
- xv. Pre-Receipt for refund of Earnest Money Deposit (Annexure VIII)
- xvi. Letter of Authorization for attending Bid Opening (Annexure IX)
- xvii. Check List of Documents (Annexure X)

3.2. A prospective bidder requiring any clarification on the Bid documents shall have to notify DoT in writing.

3.3. Financial Bid Form (BoQ) must be downloaded separately from the website <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in>. Instructions for Filling of Financial Bid Form (BoQ) are given in Section VI.

**3.4. Amendment of Bid document**

- i. At any time, prior to the date of submission of Bids, DOT may, for any reason, modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- ii. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the DOT may or may not, at its discretion, extend the deadline suitably for the submission of bids.
- iii. Bidders who download the Bid document through internet must consider these amendments while submitting their bids.

**4. Submission of Bids:** Bids have to be submitted online only on website <http://eprocure.gov.in> in two bid systems i.e. (i) Technical/Qualifying Bid and (ii) Financial Bid (BoQ) to be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) website. All the documents in support of eligibility criteria mentioned at 4.1(a) as part of Technical Bid are also to be scanned and uploaded along with the online submission of the bid. Tender sent by any other mode will not be accepted.



4.1. (a) **The Technical Bid shall contain**

Sr.No.	Documents
1.	EMD (scanned copy of DD to be uploaded online & original DD to be submitted off line) or attested copy of valid document/certificate for exemption of EMD
2.	Duly filled & signed Bidder's details & schedule of requirement as listed in Section II
3.	Duly filled, signed and stamped Tender Document and Annexure II and Annexure IV to X (signed copy to be scanned and uploaded online in a single pdf file).
4.	Self attested Copy of Certificate of Registration/Any other relevant document as a proof for Registered Company/ Firm copy to be scanned and uploaded online) and Power of Attorney/Authorization letter, if applicable, as per clause 4.4 (Section IV)
5.	Self attested Copy of Experience Certificate (Eligibility Criteria under Clause 2.2 of Section III)
6.	Self attested Copy of PAN card.
7.	Self attested Copy of GST Registration Certificate
8.	Self attested Copy of Income Tax Return for FY 2017-18
9.	Self attested Copy of GST Return For FY 2017-18
10.	Self attested copy of Registration and insurance certificates of at least two light commercial vehicles of model not older than 2016 (Eligibility Criteria under Clause 2.1 of Section III)

(b) **The Financial bid (BoQ):** The Financial bid form (BoQ) must be downloaded separately from <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in> under Financial Bid (BoQ).

**Note:** Original of all such documents shall be liable to be produced for verification failing which such documents shall be rejected. Original DD for EMD (or attested valid document/certificate for exemption of EMD) have to be submitted offline as detailed under clause 4 of Section-I. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

- 4.2. DoT may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in which case all rights and obligations of the DoT and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 4.3. Only tenders complete in all respects and received on or before the due date and time shall be considered.
- 4.4. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as :
- A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

- b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

**Note :**

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the DDG (C) Uttarakhand, UP(W) LSA, DOT may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) All the pages of tender should be signed by the bidder and affixed with his firm's stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract.

- 4.5. Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 4.6. Department of Telecommunications reserves the right to issue corrigendum as and when applicable.
- 4.7. The bids shall be valid for a period of 90 days from the date of opening of the bids.
- 4.8. The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender document.
- 4.9. The bidder may modify or withdraw the bid before the deadline prescribed for submission of bid.

## **5. Earnest Money Deposit**

- 5.1. Bidders shall submit along with the tenders, Earnest Money as indicated in the NIT in the form of Demand Draft drawn on any of the Nationalized/Scheduled Banks payable at **Dehradun in favour of "AO (Cash), O/o CCA, Dehradun"**. Tenders without earnest money deposit shall be summarily

rejected. In case of exemption of EMD, the scanned copy of the attested document in support of exemption will have to be uploaded by the bidder during bid submission. Further physical copy of attested document in support of exemption shall be provided before stipulated time.

- 5.2. The Earnest Money of the 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.
- 5.3. Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
- 5.4. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.

## **6. Opening and Evaluation of Tender:**

- 6.1. **Opening of Tender:** The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder as per the format at Annexure-IX and proof of identification. The tender shall be opened at O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA, 1st Floor, BSNL Telephone Exchange, 197 Rajpur Road, Dehradun -248009
- 6.2. **Evaluation of Technical Bids:**
  - i. The evaluation of the tenders will be made first on the basis of Technical / Qualifying Bids Submitted.
  - ii. DoT shall evaluate the bids to determine that they are complete, no computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
  - iii. Prior to the evaluation of Financial Bids as mentioned at clause 6.3, DoT will determine the substantial responsiveness of each bid to the bid documents.
  - iv. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive may be rejected by DoT.
  - v. 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 affect the relative ranking of any bidder.

**6.3. Evaluation of Financial Bids:**

The Financial Bids of only those bidders who qualify in the technical bid evaluation will be opened and evaluated to determine the L-1 bidder as per following calculations:

S.No.	Item Description	Basic Rate in Rs (Say)
1	Hiring of A/C Vehicle (Type Sedan) on Monthly Basis	
1.01	Monthly Rate (1500 Km per month & 10 hour per day)	M1
1.02	Charges for extra Km ( over 1500 Km per month) in Rs per Km	M2
1.03	Charges for extra hour ( over and above 10 hour per day) in Rs per Hour	M3
1.04	Night Halt Charges in Rs per Night	M4
2	Hiring of non-A/C Vehicle (Type Sedan) on Monthly Basis	
2.01	Monthly Rate (1500 Km per month & 10 hour per day)	N1
2.02	Charges for extra Km ( over 1500 Km per month) in Rs per Km	N2
2.03	Charges for extra hour ( over and above 10 hour per day) in Rs per Hour	N3
2.04	Night Halt Charges in Rs per Night	N4
3	Hiring of A/C Vehicle (Type Sedan) on call Basis - Full Day or more	
3.01	Rate for running up to 100 Km and up to 10 hr duty	X1
3.02	Charges for extra Km (over 100 Km) in Rs per Km	X2
3.03	Charges for extra hour ( over and above 10 hour) in Rs per hour	X3
3.04	Night Halt Charges in Rs per night	X4

4	Hiring of A/C Vehicle (Type MPV/SUV) on call Basis - Full Day or more	
4.01	Rate for running up to 100 Km and up to 10 hr duty	Y1
4.02	Charges for extra Km (over 100 Km) in Rs per Km	Y2
4.03	Charges for extra hour (over and above 10 hour) in Rs per hour	Y3
4.04	Night Halt Charges in Rs per night	Y4

$$R1 = \{(M1 + M2 * 100 + M3 * 2 + M4 * 1) \times 1 \text{ (veh)} \times 12 \text{ (months)}\} + \{(N1 + N2 * 100 + N3 * 2 + N4 * 1) * 3 \text{ (veh)} * 12 \text{ (months)}\}$$

$$R2 = \{(X1 + X2 * 20 + X3 * 1 + X4 * 1) * 4\} + \{(Y1 + Y2 * 20 + Y3 * 1 + Y4 * 1) * 4\}$$

**R = R1 + R2, will be calculated for each bid and L1 Bidder will be decided on the basis of value of 'R' (in Rs)**

## 7. Security Deposit

- 7.1. The contractor shall deposit Performance Security (Security deposit) for an amount of 10% (Ten percent) of the value of the contract within 10 days from the issue of letter of intent by DoT failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.
- 7.2. Performance Security shall be submitted in the form of Bank Guarantee with a validity period of 15 months issued by a Scheduled Bank as per Annexure III of the bid document drawn in favour of O/o Deputy Director General (State Coordination) Uttarakhand, UP(West) LSA, 1<sup>st</sup> Floor, BSNL Telephone Exchange, 197 Rajpur Road Dehradun -248009
- 7.3. The security deposit will be refunded after three months from the end of contract after compliance of contractor's performance obligations under the contract.
- 7.4. No interest is payable on the Security Deposit.
- 7.5. The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

8. **Tax Deduction at Source:** Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

**9. Deviation:** The contractor must comply with the tender specification and all terms and conditions of contract. No deviation will be permitted.

**10. Award of Contract:** DoT shall consider placement of letter of intent to the successful bidder whose offer has been found technically, commercially and financially acceptable. The successful bidder will have to enter an agreement initially for a period of one year extendable further subject to clause 12 of section-IV. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Annexure-I. Final format of agreement shall be issued by DOT at the time of the signing of the agreement with the successful bidder and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

**11. Terms of Payment:**

11.1. The contractor shall submit monthly bills in the first week of following month in respect of previous month.

11.2. All payments shall be made by RTGS/NEFT using PFMS.

11.3. The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.

11.4. The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

**12. Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on the same terms and conditions for a period of not more than six months at a time up to a maximum of one year or part thereof on review of performance of the contractor and depending upon the requirements and administrative conveniences of the office.

**13. Termination of Contract:**

13.1. DoT may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the DoT.

b) If the contractor fails to perform any other obligations under the contract agreement.

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

13.3. Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by

giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

**14. Termination for Insolvency**

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

**15. Right to vary Quantities**

The DoT reserves the right at any time during the contract period to increase or decrease the total quantity of vehicles hired as per the actual requirement on the same terms and conditions of the tender.

**16. Annulment of Award**

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the DoT may make the award to any other bidder at its discretion or may call new bids.

**17. Right to Accept or Reject**

The Department reserves all the rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DoT in this regard would be final and binding.

**18. Arbitration:**

18.1. In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG (C), Uttarakhand, UP (W) LSA, DoT. In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the DDG (C), Uttarakhand, UP(W) LSA, DoT or by whatever designation such officer may be called (herein after referred to as the said officer) and if the DDG (C), Uttarakhand, UP(W) LSA, DoT or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG (C), Uttarakhand, UP(W) LSA, DoT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or reenactment thereof or any rules made thereof.

18.2. The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

18.3. The venue of the arbitration proceeding shall be the office of DDG (C), Uttarakhand, UP(W) LSA, DoT at Ahmedabad or such other place as the arbitrator may decide.



- 19. Set Off:** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by purchaser and set off against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.
- 20. Insurance:** The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.
- 21. Miscellaneous Conditions:**
- 21.1. No other person except Contractor's authorized representative shall be allowed to enter DoT premises.
  - 21.2. Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.
  - 21.3. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
  - 21.4. The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.
  - 21.5. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
  - 21.6. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
  - 21.7. The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.
- 22. Force Majeure:** If during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract. The supply / services shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the DoT as to whether the supplies/services have been so resumed or not shall be final and conducive, 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.



## SECTION V

### Special Conditions of Contract

1. The special conditions of contract shall supplement the General Conditions of the Contract as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section IV.
2. The Department reserves the right to blacklist a bidder for a certain period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall the DoT assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per Minimum Wages Act & existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Observance of such laws or regulations shall be the responsibility of the contractor.
5. No sub-contracting is permissible. The vehicles should be either owned by him/her or he/she should sign the lease deed with the owner of the vehicle and submit the same to this office before signing of agreement.
6. The near relatives of all employees working in the DoT either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a) Members of a Hindu Undivided Family,
  - b) They are husband and wife,
  - c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
7. TDS as applicable will be deducted from the amount payable for the monthly bills.
8. The contractor shall abide by all local/municipal/state/central laws and regulations.
9. Payment of all kinds of government taxes or duties related to the scope of work for supplying vehicles will be the liability of the contractor.
10. Tampering of meter reading, vehicle usage timings, overwriting of summary/log book sheets and **“misbehaviour”** by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of DoT.
11. The Contractor must ensure that the vehicle deployed in office is not be used as taxi on hourly/daily basis during off-office hours or on holidays through any taxi operator (like Ola, Taxiforsure, Uber etc.) or in individual capacity. In case the vehicle is deployed as mentioned above, a penalty of Rs 5,000/- per incidence shall be imposed and the tender may be liable for cancellation.
12. **Penalties or Liquidated Damage Charges:**
  - 12.1. The vehicle is to be made available at any time as and when required (including Sundays and public holidays). **In case of non-availability of vehicles or vehicles not reporting a penalty of Rs.2500/- per day shall be imposed.** Delay of more than 1 (One) hour in supply of vehicle will be treated as non-availability of vehicle for that day and the penalty shall be imposed. If a vehicle is not supplied for a week penalty shall be imposed as mentioned and the contract shall be liable to be terminated with forfeiture of PBG.
  - 12.2. In case of non-availability of a vehicle during extra hours beyond normal duty hours, a penalty of Rs 1000/- per occasion shall be imposed.

12.3. In case of breakdowns in journeys within Dehradun District the contractor should within one hour of the breakdown either arrange a replacement vehicle (of similar type or higher) or get the breakdown vehicle properly repaired. Failure in complying the condition will lead to either imposition of penalty of Rs 2500/- per occasion or recovery of the cost borne by the Department in arranging and using alternate vehicle or means which shall be decided by the Department.

12.4. In case of breakdown of a vehicle during outstation journeys in Districts other than Dehradun the contractor should within 2 hours of the breakdown either arrange a replacement vehicle or get the breakdown vehicle properly repaired. Failure in complying the condition will lead to either imposition of penalty of Rs 2500/- per occasion or recovery of the cost borne by the Department in arranging and using alternate vehicle or means which shall be decided by the Department.

**13. Payment terms:** Payment will be made by way of RTGS/NEFT/IMPS using PFMS against the submission of monthly bills along with Log Book duly signed by the designated user(s). Bill shall be prepared as per clause 14 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

**14. Rate of Hire Charges**

- a) Rates quoted should be inclusive of all taxes except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted to the Department for the vehicles under its control.
- b) Duty hours will be calculated on the basis of the difference between reporting time and release time on each day as noted on the duty slip / logbook by the user.
- c) Proof of ESI & EPF payment should be submitted for the previous month.

## SECTION VI

### INSTRUCTIONS FOR FILLING OF FINANCIAL BID FORM (BoQ)

1. Financial Bid (BoQ) - Financial Bid Form (BoQ) must be downloaded separately from <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in> under Financial Bid (BoQ).
2. The BOQ template must not be modified/replaced by the bidder. The BOQ should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rates in Figures only.

Name of Work: Hiring of Light Commercial Vehicles for use in the O/o DDG (C) Uttarakhand, UP(W) LSA, DoT, Dehradun			
Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19			
Name of the Bidder/ Bidding Firm / Company :	To be filled only in softcopy of BOQ xls sheet		
<b><u>PRICE SCHEDULE</u></b>			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )			
NUMBER #	TEXT #	NUMBER #	TEXT #

Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	3	4
1	Hiring of A/C Vehicle (Type Sedan) on Monthly Basis		
1.01	Monthly Rate (1500 Km per month & 10 hour per day)	To be filled only in softcopy of BOQ xls sheet	Auto-filled

1.02	Charges for extra Km ( over 1500 Km per month) in Rs per Km	To be filled only in softcopy of BOQ xls sheet	Auto-filled
1.03	Charges for extra hour ( over and above 10 hour per day) in Rs per Hour	To be filled only in softcopy of BOQ xls sheet	Auto-filled
1.04	Night Halt Charges in Rs per Night	To be filled only in softcopy of BOQ xls sheet	Auto-filled
2	Hiring of non-A/C Vehicle (Type Sedan) on Monthly Basis		
2.01	Monthly Rate (1500 Km per month & 10 hour per day)	To be filled only in softcopy of BOQ xls sheet	Auto-filled
2.02	Charges for extra Km ( over 1500 Km per month) in Rs per Km	To be filled only in softcopy of BOQ xls sheet	Auto-filled
2.03	Charges for extra hour ( over and above 10 hour per day) in Rs per Hour	To be filled only in softcopy of BOQ xls sheet	Auto-filled
2.04	Night Halt Charges in Rs per Night	To be filled only in softcopy of BOQ xls sheet	Auto-filled
3	Hiring of A/C Vehicle (Type Sedan) on call Basis - Full Day or more		
3.01	Rate for running up to 100 Km and up to 10 hr duty	To be filled only in softcopy of BOQ xls sheet	Auto-filled
3.02	Charges for extra Km (over 100 Km) in Rs per Km		
3.03	Charges for extra hour ( over and above 10 hour) in Rs per hour	To be filled only in softcopy of BOQ xls sheet	Auto-filled
3.04	Night Halt Charges in Rs per night	To be filled only in softcopy of BOQ xls sheet	Auto-filled
4	Hiring of A/C Vehicle (Type MPV/SUV) on call Basis - Full Day or more		
4.01	Rate for running up to 100 Km and up to 10 hr duty	To be filled only in softcopy of BOQ xls sheet	Auto-filled
4.02	Charges for extra Km (over 100 Km) in Rs per Km		
4.03	Charges for extra hour ( over and above 10 hour) in Rs per hour	To be filled only in softcopy of BOQ xls sheet	Auto-filled
4.04	Night Halt Charges in Rs per night	To be filled only in softcopy of BOQ xls sheet	Auto-filled

3. The detailed evaluation to arrive at L-1 bidder will be done as per procedure mentioned in clause 6.3 under section IV of the tender document.
- 4. The rates should be inclusive of all statutory/taxation liabilities except GST which shall be paid as applicable from time to time.**
5. Rates must be quoted for all the items.

[Signature]

Date :

Place :

Seal of the bidder

# ANNEXURE I

## Contract Form

Tender No.: DoT/TERM/UKD/1-22/Vehicle Tender/2018-19

1. This agreement is made on this.....day of ..... 2018 between M/s..... (hereinafter called "first party" which expression shall include his heirs, executors and administrators/their successors) whose registered office is at ..... and is registered under ..... and acting through its authorized official Sh. .... and O/o Deputy Director General(State Coordination) Uttarakhand, UP (West) LSA (herein after called "DOT" whose term includes its successors and assignees), the second party, whose office is situated at 1<sup>st</sup> Floor, BSNL Telephone Exchange Building, 197 Rajpur Road Dehradun -248009 and acting through its authorized official Dot, shown as under:-

That whereas the first party shall and will execute the work described as Hiring of Light Commercial Vehicles for use in DOT as per all the terms and conditions given in tender document no. and all its sections & annexure, and rates as mentioned in Appendix-I which shall become part and parcel of this agreement. The first party has deposited Rs...../- (Rupees ..... only) as interest free Performance Security.

This agreement is made for a period of one year from..... to ..... which may be extended subsequently as per clause 12 of Section IV of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURE ON THIS ..... DAY OF.....20....

Signed .....

Signed .....

**For and on behalf of the First Party**

**For and on behalf of the DoT**

Name (caps) .....

Name(caps) .....

Designation .....

Designation .....

Date .....

Date .....

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

## ANNEXURE II

### DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER

Tender No.: DoT/TERM/UKD/1-22/Vehicle Tender/2018-19

1. The undersigned is competent to sign this declaration and execute this tender document.
2. Having read the conditions of contract and services to be provided, we undersigned offer to provide light commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
3. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and the agreement will be binding on us.
4. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in the tender document for the performance of the Contract.
5. We agree to abide by this Bid for a period of 90 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
6. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us are properly sealed and prepared as per the required procedures so as to prevent any subsequent alteration and/or replacement.
8. We understand that you are not bound to accept the lowest or any bid, you may receive.
9. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
10. I have carefully read, understood and accept all the terms and conditions of the tender and undertake to abide by them.

**SIGNATURE OF BIDDER WITH STAMP**

## ANNEXURE III

### Performance Security Bond Form

Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

1. In consideration of O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA, DoT (here in after called the Government) having agreed to exempt \_\_\_\_\_(here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for Hiring of Light Commercial Vehicles for use in the office of Deputy Director General(State Coordination) Uttarakhand, UP (West) LSA, Dehradun, we, (name of the Bank) \_\_\_\_\_ (herein after referred to as “the Bank”) at the request of \_\_\_\_\_, the Contractor, do hereby undertake to pay the O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA, Dehradun an amount of not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA, Dehradun for reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.
2. We (Name of the bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.
4. We (name of the bank)..... further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(Office/department) Ministry of.....certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 (fifteen) months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.



5. We(name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contractor(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
  
7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Dated the .....

For.....  
(Indicate the name of the bank)

Telephone No(s).....

Fax No.....

E-mail Address.....

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

## **ANNEXURE IV**

### **Certificate for the Documents downloaded from the Website**

Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

"I/We hereby declare that the tender document submitted has been downloaded from the website **<http://www.eprocure.gov.in>** or **<http://www.dot.gov.in>** and no additional/deletion/correction has been made in the document downloaded. I also declare that I have enclosed DD(s) towards the cost of tender document, if any and EMD along with technical bid as mentioned in this document".

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

**SIGNATURE OF BIDDER WITH STAMP**

## ANNEXURE V

### Certificate for Non-Participation of near Relatives in the Tender

{ Called for Hiring Light Commercial vehicles for use in O/o Deputy Director General (State Coordination) Uttarakhand, UP (West) LSA }

**(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

I/We, hereby certify that none of my near relative(s) as defined in Section V clause 6 in the tender document is/are employed in DoT. In case, at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

1\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

2\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

3\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

4\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

5\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

6\*. Signature of Proprietor/Partner/Director : \_\_\_\_\_  
Name of Proprietor/Partner/Director : \_\_\_\_\_

(\*Strike off whichever is not applicable)

***(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)***

## ANNEXURE VI

### Declaration regarding Blacklisting/Non-Blacklisting

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

Tender No.: Tender No.: DoT/TERM/UKD/1-22/Vehicle Tender/ 2018-19

**(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/-**

**Stamp paper by the bidder)**

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

**Or**

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

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

**SIGNATURE OF THE BIDDER WITH STAMP**

## **ANNEXURE VII**

### **Declaration of Non-tampering of Tender Document**

Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

I / We Proprietor/Partner(s)/Director(s) of M/s.....  
hereby declare that I/We has/have not tampered with the tender document No. :  
DOT/TERM/UKD/1-22/Vehicle Tender/2018-19.

**SIGNATURE OF THE BIDDER WITH STAMP**

## ANNEXURE VIII

### Pre-Receipt for refund of Earnest Money Deposit

Tender No.: DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

Received with thanks from O/o Deputy Director General, (State Coordination) Uttarakhand, UP (W) LSA, a sum of Rs 41,250/- towards refund of Earnest Money Deposit paid in respect of Tender for **“Hiring of Light Commercial Vehicles for use in the O/o Deputy Director General (State Coordination), Uttarakhand, UP (West) LSA, Dehradun”** vide Tender No. : DOT/TERM/UKD/1-22/Vehicle Tender/2018-19

**SIGNATURE OF THE BIDDER WITH STAMP**

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

## ANNEXURE IX

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on \_\_\_\_\_ or before date of bid opening)

To

**Deputy Director General (State Coordination),  
Uttarakhand, UP (West) LSA  
1<sup>st</sup> Floor, BSNL Telephone Exchange,  
197 Rajpur Road Dehradun -248009**

Subject : Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the Tender no: \_\_\_\_\_ dated: \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder) in  
given below.

Name :

Specimen Signature of the authorized person:

Signature and date with Seal of bidder

Or

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

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

## ANNEXURE X

### Check List of Documents

I. Technical Bid- All the documents from Sl. Nos. 1 to 10 in the checklist given below should be scanned serially and uploaded online.

S.No.	Particulars	Whether Uploaded Yes / No
1.	EMD (scanned copy of DD to be uploaded online & original DD to be submitted off line) or attested valid document/certificate for exemption of EMD	
2.	Duly filled & signed Bidder's details & schedule of requirement as listed in Section II	
3.	Duly filled, signed and stamped Tender Document and Annexure II and Annexure IV to X (signed copy to be scanned and uploaded online in a single pdf file).	
4.	Self attested Copy of Certificate of Registration/Any other relevant document as a proof for Registered Company/ Firm copy to be scanned and uploaded online) and Power of Attorney/Authorization letter, if applicable, as per clause 4.4 (Section IV)	
5.	Self attested Copy of Experience Certificate (Eligibility Criteria under Clause 2.2 of Section III)	
6.	Self attested Copy of PAN card.	
7.	Self attested Copy of GST Registration Certificate	
8.	Self attested Copy of Income Tax Return for FY 2017-18	
9.	Self attested Copy of GST Return For FY 2017-18	
10.	Self attested copy of Registration and insurance certificates of at least two light commercial vehicles of model not older than 2016 (Eligibility Criteria under Clause 2.1 of Section III)	

F

II. Financial Bid(BoQ) - Financial bid form must be downloaded separately from <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in> under Financial Bid (BoQ)

**SIGNATURE OF THE BIDDER WITH STAMP**