



GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
O/o Deputy Director General (DDG), Nagaland, NE LSA
Behind OCB Telephone Exchange Building Dimapur, Nagaland-797112

E-TENDER DOCUMENT

FOR

Hiring of Light Commercial Vehicle

for

O/o DEPUTY DIRECTOR GENERAL (Nagaland)

Tender No. : TERM/NE-II/Tender/Vehicle/2019-20/1 Dated 22/05/2020

Not transferable

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

Total No. of the Pages: 26

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O/o Deputy Director General (Nagaland)

Behind OCB Telephone Exchange Building Dimapur, Nagaland-797112

No. TERM/NE-II/Tender/Vehicle/2019-20/1

Dated: 22.05.2020

NOTICE INVITING e-TENDER

e-Tenders are invited by the O/o DDG (Nagaland), DoT, North East LSA, Dimapur on behalf of President of India, from reputed Firms/Companies/Agencies for Hiring of Light Commercial Vehicles (LCV) for the O/o DDG (Nagaland), DoT, North East LSA at Dimapur. Estimated number of vehicles to be hired is **one (01) Non-AC LCV (Bolero or Equivalent)**.

Description of services	Type of vehicle	Qty	Estimated cost	Earnest Money Deposit
Hiring of light commercial vehicle on monthly basis	Non-AC diesel vehicle of Bolero or Equivalent. Vehicle shall be 2018 or above model.	01(One)	6,00,000/-	15,000/-

2. Schedule of Tender:

Sl. No.	Activity Description	Time Schedule
1	Date/Time of Publishing e-Tender	22.05.2020 / 1330 Hrs
2	Document Download Start Date/Time	22.05.2020 / 1400 Hrs
3	Document Download End Date/Time	15.06.2020 / 1100 Hrs
4	Clarification Start Date/Time	22.05.2020 / 1400 Hrs
5	Clarification End Date/Time	29.05.2020 / 1400 Hrs
6	Bid Submission Start Date/Time	02.06.2020 / 1000 Hrs
7	Bid Submission End Date/Time	15.06.2020 / 1000 Hrs
8	Last date & time for physical submission of EMD or attested copy of Valid MSME/NSIC certificate for exemption of EMD .	15.06.2020, 11:30 Hrs
9	On-line opening of Tender Bids (Technical bids)	16.06.2020, 11:30 Hrs
10	Date & time for opening of Financial Bid for Technically qualified bidders	Will be intimated later
11	Place of opening the Tenders	O/o DDG, Nagaland, Dimapur DoT, NORTH EAST LSA, 2 nd Floor Behind OCB Telephone Exchange, Dimapur, Nagaland-797112
12	Bid Validity Period/Validity of Bid offer for acceptance by DOT	180 days from the date of opening of the tender
13	Services to be Provided	Hiring of light commercial vehicles including driver and fuel.
14	Estimated cost of tender	Rs.6,00,000/-

The tender document is available on Central Public Procurement Portal (CPP Portal) on website <http://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) **Technical Bid** and (ii) **Financial Bid**} in the prescribed proforma. Bids are to be submitted online only through the e-procurement portal at <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid submitted/sent by any other mode will not be accepted.

The Earnest Money Deposit (EMD) in the form Demand Drafts/Banker's Cheque/Pay order payable at Dimapur, should be drawn from any Scheduled/Nationalized Bank in India, in favour of " **A.O. (Cash), O/o Jt. CCA NE-II , Dimapur** ". The e-Bid submitted without EMD in the prescribed formats or without valid NSIC/MSME certificate of exemption for the tendered items will not be accepted.

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. Tender sent by any other mode will not be accepted.

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

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

Asst. Director General(ADG)
O/o DDG (Nagaland)
Behind OCB Telephone Exchange Building
Dimapur, Nagaland 797112
Ph: 03862-237055 Fax: 03862-237192
Email: adg2termne2.dot-ngl@gov.in

Copy to:

1. A.O. (Cash), O/o Jt. CCA NE-II Dimapur, Nagaland
2. Notice Board.

Section-I

INSTRUCTIONS FOR ONLINE BIDDERS

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 with the portal only should be used by the 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/ Sections for the tenders he/she is interested.
- VII. After downloading /getting the tender document/ Sections / 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, if any, 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 and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Sections 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/ Sections 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 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 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 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. Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- XXXI. All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- XXXII. 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.

SECTION II
GENERAL TERMS AND CONDITIONS (Commercial)

1. Parties: -

- a) The "Purchaser" means the "DDG Nagaland, DOT, NE LSA, Dimapur".
- b) "The e-bidder" means a Company or Firm or Agency who participates in this tender and submits its e-bid. (hereafter "e-bidder" and "e-bid" shall be referred as "bidder" and "bid" respectively)
- c) The "Service Provider/Contractor" means a Company or Firm or Agency supplying the goods and/or services under the contract.
- d) The "Services" means all the jobs that the Contractor is required to perform under the contract.
- e) "The Goods" means all the equipment, Hardware/ Software and/ or other materials, which the Contractor is required to supply to the Purchaser under the contract.
- f) "The Purchase/Work Order" means the order placed by the Purchaser on the Contractor signed by the Purchaser/Consignee including all attachments and appendices thereto and all documents incorporated by reference therein. The first Purchase/Work Order shall be deemed as "Contract" appearing in the document.
- g) "The Reporting/Controlling Officer/User" means the officer of the **O/o DDG (Nagaland), DOT, NE LSA,Dimapur** to whom the driver will report with the hired vehicle.

- 2. 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 by a separate letter sent by registered post or submitted physically. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money Deposit (EMD):

- a. Earnest Money of Rs. 15,000/- (in words Rupees Fifteen Thousand only) must be deposited by bidders in the form of Demand Draft drawn in favour of "A.O (Cash), O/o Jt. C.C.A. NE-II Circle, payable at Dimapur.
- b. EMD amount for the unsuccessful bidders will be refunded/released only after finalisation of tender.
- c. EMD of the successful bidder will be refunded/released only after the receipt of the prescribed Performance Security Deposit/Bank Guarantee (PBG).
- d. No interest would be payable for any period on EMD or on any other amount lying with the Purchaser
- e. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
- f. 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 to the Government.
- g. The tenders without Earnest Money Deposit or **Valid MSME/NSIC** certificate for exemption of EMD will be summarily rejected.
- h. No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

- 4. Period of validity of Bid:** Bid shall be valid for 180 days after the date of opening of bids.

5. Preparation and Submission of Tender

The tenders have been invited under **two bid systems i.e. Technical Bid and Financial Bid.**

The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal. **Original Demand Draft for EMD or attested copy of valid NSIC/ MSME certificate of exemption from EMD should be physically submitted before due date.**

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-1: Technical bid should contain the following documents: (The list of the documents to be uploaded)

- (i) Bidder's Profile (As per Section- IX);
- (ii) Declarations (a) **Section-X** : Regarding No near relatives; (b) **Section- XI** : Letter of authorization for Attending Bid Opening ; (c) **Section – XII**: Regarding Blacklisting ; (d) **Section- XIII** : Regarding non-tampering of Downloaded Tender Document;
- (iii) Bid Form duly filled as per Section-IV;
- (iv) Self-Attested copy of Registration of firm/company/proprietorship;
- (v) Self-Attested copy of Experience certificate issued by Central/State Government/ Public Sector companies for one year or more during the last five years;
- (vi) Self-Attested copy of PAN card of firm/company/Proprietor;
- (vii) Self-Attested Copy of GST (Goods & service Tax) registration certificate;
- (viii) Self-Attested copy of document showing current insurance of the vehicle;
- (ix) Self-Attested copy of Income Tax return filed for the last one year :
- (x) Self-Attested Copy of Registration Certificate of vehicle (RC) as per clause 1 of section-III of tender documents.
- (xi) Copy of DD of EMD as stipulated vide item 3 above. Scan copy of DD or **Valid MSME/NSIC** certificate for exemption of EMD to be uploaded in CPP Portal & Original Copy to be submitted in this office before due date.
- (xii) Scanned Signed copy of Bid document.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-2: Financial bid

- (i) The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ xls sheet) and the same should be to be uploaded.

5.1 Technical Bid:

The Technical bid should be submitted online in cover-1 documents specified above. Non submission of any of the above documents will result in rejection of the tender.

5.2. Financial Bid:

5.2.1 The Financial Bid should be submitted online in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

5.2.2 The rate to be quoted for vehicle on monthly basis up to 1500 Km use in a month, and the rate for extra per Hour and extra per km running, outstation night halt charges. The price quoted shall be firm and final for the entire period of contract.

5.2.3. Nothing extra will be paid than the quoted service charges during the currency of the contract. However any change in the GST or such statutory taxes will be effected in payment of bills provided submission of proof for such payment to the government.

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

5.2.5 At the time of payment of bills, the income tax and other taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

6. **Opening of Tender:-** The tenderer 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 tenderer should bring with him a letter of authority from the tenderer as per the format at Section-XI and proof of identification. Also bid shall be opened at the O/o DDG (Nagaland), Behind OCB Telephone Exchange, Dimapur, Nagaland - 797112.

7. **Criteria for Evaluation of Tenders:** The evaluation of the tenders will be made first on the basis of documents submitted as mentioned in Technical Bid and then on the basis of Financial Bid. The Financial bid of all the Technically Qualified Bidders will be opened on the date, time and venue to be announced after opening of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the Tenderer or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any terms and conditions of this tender :

- a) Tenderer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- b) If there is a discrepancy between words and figures the amount in words shall prevail and prior to detailed evaluation, purchaser will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially nonresponsive will be rejected by the purchaser.
- c) Tenderer shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive of all levies and taxes) as indicated in the Financial Bid document (BOQ xls sheet).
- d) Bids for L1 shall be evaluated based on the evaluation formula described at Section-VI.

8. **CLARIFICATIONS/AMENDMENTS OF TENDER DOCUMENT:**

- (A) A prospective bidder requiring any clarification on the tender document shall upload its queries on the e-procurement portal prior to **29.05.2020 / 1400 HRS.**
- (b) Purchaser shall upload the response to such queries, which are received in due time, generally by 7 days prior to the date of opening of the bids.
- (c) At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.
- (d) The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in shall form an integral part of the tender document, and shall be binding on all the bidders.
- (e) It shall be the sole responsibility of the prospective bidders to check the web site <http://eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it. Interested bidders are required to keep abreast of latest corrigendum(s) issued by Purchaser till the date of submission of bid.

9. **Right to Accept or Reject:**

DDG (Nagaland) shall reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason. The decision of the DDG (Nagaland) in this regard shall be final and binding on all.

10. **Office Location of the Tendering Company/Firm/Agency:**

The Registered Office or one of the Branch Office's of the tendering Company/ Firm/ Agency should be located either in Dimapur or in any of the Satellite Towns of Dimapur.

11. Award of Contract:

DDG, DOT (Nagaland) shall consider placement of letter of intent (LOI) to the bidder whose offer have been found technically, commercially and financially acceptable. The bidder shall within 10 days of the issue of the letter of intent give his acceptance and sign agreement with DDG (Nagaland). Signing of the agreement shall constitute the award of contract on the bidder. Initial requirement of vehicle shall be provided by the contractor on the next day of award of contract or the date mentioned by the purchaser in the work order.

12. Security Deposit:

12.1 The successful bidder will have to deposit a Performance Security (Security Deposit) **of 7.5% of the total contract value** within 14 days from the date of issue of LOI (Letter of Intent) in the form of Bank Guarantee (BG) drawn in favour of **“A.O(Cash) , O/o Jt. C.C.A. NE-II Circle, payable at Dimapur** (As per section VIII of tender document) from a Nationalized bank for the amount valid for the period of 18(Eighteen) months.

12.2 The Bank Guarantee can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

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

13. Breach of Terms and Conditions: In case of breach of any of terms and conditions mentioned in bid document , the Competent Authority will have the right to cancel the work order/agreement without assigning any reason thereof and nothing will be payable by the purchaser in that event and the security deposit shall also stand forfeited.

14. Subletting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the purchaser, which he will be at liberty to refuse if he thinks fit.

15. Terms of payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill along with log book in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by O/o Jt. CCA NE-II, Dimapur .
- d) The purchaser shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned elsewhere in this tender.
- e) The term “payment” mentioned in this paragraph 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.

16. Period of Contract/Extension: The contract will remain valid for **one year** unless terminated earlier by the DDG (Nagaland),, Dimapur. The period of contract can be extended for a further period of one year at the discretion of the DDG (Nagaland), Dimapur on same rates and terms and conditions. After expiry of the extended period, the contract will automatically come to an end and no separate notice will be given.

17. Termination of Contract: Purchaser, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

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

- b) If the contractor fails to perform any other obligation (s) under the General & specific conditions of the contract.
 - c) Purchaser may, without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
 - d) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 18. Agreement:** If the bid given by the contractor is approved, the contractor will be asked to enter an agreement initially for a period of one year, further extendable subject to above paragraph. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Section-VII. Final format of agreement shall be issued by O/o DDG(Nagaland), 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 with the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.
- 19. Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the DDG (Nagaland),Dimapur, Department of Telecommunication, Ministry of Communication, Govt. of India or his nominee or the officer performing the Head of Department for the O/o DDG (Nagaland). The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Nagaland and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.
- 20. 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 the same 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.
- 21. Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall 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 on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser 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 – III (Tender Specific Terms & Conditions)

- 1 **Eligibility:** Documentary evidence for the under mentioned items should be submitted along with the bid:
 - i. The bidder should own or on lease vehicle of model not older than **year 2018**, vehicle registered as commercial vehicle in his name or firm's name for use as commercial vehicle. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
 - ii. The bidder should have proof of ownership in case of own vehicle or in case of lease hold vehicle, a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary will have to be submitted.

- 2 **Services to be provided:**
 - i. Provision of commercial vehicle with licensed driver, registered Commercial vehicle on Hiring basis for running in jurisdiction of O/o DDG (Nagaland).
 - ii. **Period of contracts:** Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The department may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the DDG (Nagaland). The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
 - iii. **Normal Duty Hrs:** Ten hours per day on all days of month from Monday to Saturday with weekly off on Sunday.
 - iv. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 10 hours per day (normal day shall be from 09.00hrs to 19.00hrs.) and Extra mileage will be over and above 1500 Kms in a month.
 - v. In case, if any vehicle is utilized below 1500 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage , if any, without any extra cost to DOT.
 - vi. **Quantity:** Estimated number of vehicle is one (non-AC). However the actual quantity ordered will depend on the requirement from time to time. Purchaser 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.
 - vii. **Reporting place:** Any place within the territorial jurisdiction of O/o DDG (Nagaland). The user of the vehicle shall specify actual place of reporting.
 - viii. **Notice period:** For regular requirements one day in advance. Telephonic / Verbal intimation shall be considered as notice.
 - ix. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
 - x. **Accuracy of the meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
 - xi. **Penalties:**
 - a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.500/- will be imposed on each occasion, in addition to the pro rata deduction of rental in the monthly bill.
 - b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
 - 1) If vehicle is accepted after delayed reporting, a penalty of Rs.200/- will be imposed for that day.
 - 2) If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.
 - 3) In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro rata deduction of rental in the monthly bill.
 - 4) 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.

xii. **Special requirements:**

- 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. Failure to provide a working mobile connection to the driver will entail a penalty of Rs. 200/- per occasion.
- b) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- c) Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
- d) Any changes in the vehicle/driver should be informed one day before the day of such changes.
- e) Successful Bidder must submit valid pollution under control certificate and valid fitness certificate & valid permit & other relevant documents related to vehicle provided to O/o DDG (Nagaland).

3 Amendment to tender document:

- a) At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

4 Special conditions of contracts:

- a) In case the Government of India subsequently declares the date fixed for the opening of the bid as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
- b) The liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor, the hiring authority has no responsibility and will not entertain any claim in this regard under the provision of the law.
- c) 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 any breach of such Laws on regulation shall be deemed to be breach of this contract.
- d) All the vehicles sent for the duty on emergency / temporary basis to run for more than two days should be in a technically (from inside as well as outside) sound condition, failing which the penalty of Rs 3000/- will be imposed on each occasion per vehicle.
- e) 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. Vehicle to be provided by the Contractor 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.
- f) 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. Supplier will not be allowed more than two changes in a month.
- g) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor's liability.
- h) 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 lease hold vehicles, a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles.

5. Control of the Vehicles:

- i. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by O/o DDG (Nagaland) for the vehicle under his control. If decided so, penalties shall also be levied by the O/o DDG (Nagaland) for the vehicle under his control.

- ii. O/o DDG (Nagaland) will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 19 of Section-II, extension of contract as per clause 16 of Section-II, and custodian of performance security deposit.
- iii. 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 department.
- iv. The purchaser reserves the right to counter offer price against the price quoted by the contractor.

6. Payment terms: Payment will be made by O/o Jt. CCA, NE-II, Dimapur against the submission of monthly bills (in triplicate) with Log book signed by the user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

Rate of hire charges:

- a) Rates quoted should be inclusive of all taxes and duties. GST will be paid extra as per prevailing rates.
- b) Duty hours will be calculated on the basis of 'from reporting time' to releasing time on each day by the user.
- c) Calculation of distance: From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way
- d) 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.
- e) Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.

7. Prices

7.1 The rates should be quoted on monthly basis. The rate for monthly hire (for 1500 KM) and the rate for extra per Hour and extra per km running, outstation night halt charges and other charges are to be indicated in the relevant columns of the financial bid (BoQ).

7.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

8. The bidder should give a certificate as given in Section-X that none of his/her near relative is working in DOT. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DOT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of DOT. 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) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

Signature of the Bidder with Seal

Name of the company:

Address:

Telephone nos:

Enclosures as mentioned above.

**SECTION IV
BID FORM**

Dated: __/__/2020

To

**The DDG (Nagaland),
2nd Floor, Behind OCB Telephone Exchange,
Dimapur, Nagaland - 797112**

Ref: tender no: TERM/NE-II/Tender/Vehicle/2019-20/1 Dated: 22-05-2020

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide light commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices as uploaded in CPP portal under Financial Bid part.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit DD or obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2020.

Signature of _____

In capacity of _____

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

Signature _____

SECTION – V
FINANCIAL BID

Service: Providing Light Commercial Vehicle on monthly hire basis for the office of DDG, Nagaland.

1. Name of the Bidder:
2. Rates - The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from CPP portal and quote only rates in figures for the item no 1.01 to 1.04 which are highlighted in light blue color and the same is to be uploaded.

Notes:-

1. **Conditional bid shall not be considered and will be rejected out right**
2. L-1 Bidder will be decided based on evaluation formula as mentioned in section VI of the tender document.
3. Rate for each item (1.01 to 1.04) needs to be filled in column (D). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.
4. If the firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not consider as valid bid.

Below is the format of the financial bid (BOQ.xls sheet):

Sl. No.	Item Description	Quantity (for evaluation only and actual may vary)	RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT IN FIGURES (C) x (D)	TOTAL AMOUNT In Words
(A)	(B)	(C)	(D)	(E)	(F)
1	Providing Light Commercial Vehicle for the office of DDG , (Nagaland) Dimapur				
1.01	Monthly Rate (1500 Km per month, 10 hrs a day)	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.02	Charges for extra Kilometers, (over 1500 Km per month) in Rs. Per Km	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.03	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
1.04	Outstation night halt charges in Rs. per Halt	1	To be filled only in softcopy of BOQ xls sheet	Auto filled	Auto filled
Total in Figures				Auto filled	Auto filled
Quoted Rate in Words		Auto filled			

1. Terms and conditioned mentioned in this tender (**TERM/NE-II/Tender/Vehicle/2019-20/1 Dated 22-05-2020**) are applicable.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
3. The above rates required to be inclusive of statutory taxes as may be applicable Except **GST** (Goods & Service Tax).

- Name:
- Date:
- Place:

- Signature of authorized person
- Seal:

Date:

Seal of the bidder

SECTION-VI

EVALUATION FORMULA: The following evaluation formula shall be used to determine the lowest bid. i.e. (L1)

S N	Particulars (A)	Approx. Quantity (B) (per month)	Total (A*B) (Rs./month)
1	Rate for first 1500 Kms per month & 10 Hrs per day, say Rs."P"	1	P
2	Rate beyond first 1500 Kms, say Rs.Q per Kms	1 Km	1 x Q
3	Extra hours Charges, say Rs. H per hour	1 Hour	1 x H
4	Outstation Night halt Charges Say Rs N per Halt	0.5Night halt	0.5 x N
Total Evaluated Cost , C2 =			P + 1xQ + 1XH + 0.5xN

All responsive & technically qualified bids shall be evaluated based on the total evaluated cost C2 of bid as per formula described above.

SECTION-VII
AGREEMENT PROFORMA

WHEREAS the Office of DDG, Nagaland NE-II LSA, Dimapur is headed by the Deputy Director General (DDG) is desirous of hiring Light Commercial Motor Vehicles for official use. For that purpose tender was invited for supply of Light Commercial Vehicles on hiring basis and the details of service required together with terms and conditions was spelled out in the Tender document **No.TERM/NE-II/Tender/Vehicle/2019-20/1 Dated 22.05.2020.**

And

WHEREAS M/s a registered agency and professionally interested to supply the required service, submitted the tender bids and essential documents including earnest money in the due manner and within the stipulated time frame. The agency as a part of its technical bid also submitted the tender document duly signed on each page to confirm his willingness to abide by all terms and conditions laid down in the tender document.

And

WHEREAS in the normal process, the bid offer was evaluated and being satisfied the letter of intent was issued to the agency. The agency, in turn communicated its acceptance and also furnished the performance security in the form of Bank Guarantee for Rs. issued by Branch vide no..... covering a period of 18 months.

Now, upon satisfactory completion of pre-requirement as above and in accordance with Para 11&12 of Section-II of the tender document, this agreement is made between DDG, Nagaland and acting through its authorized officer on one part and M/s..... (hereafter referred to as service provider) represented by its proprietor/Partner/authorized signatory as the other part of the agreement. Both sides agree and firmly declare as follows.

01. The Contractor shall during the period of contract that is to say from ----- to _____ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than year 2018 model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by O/o DDG (Nagaland), DOT.
02. The contractor shall comply with all the terms and conditions of the **Tender No: TERM/NE-II/Tender/Vehicle/2019-20/1 Dated: 22-05-2020**, which are part and parcel of this agreement and forms integral part of this agreement and also the following.
03. The Contractor will provide vehicles to O/o DDG (Nagaland), Dimapur not older than year 2018 and registered for the commercial purpose only and duty, taxes; Insurance etc. due for such vehicle shall be liability of the contractor.
04. The Contractor shall submit bills along with log book to the O/o DDG (Nagaland), Dimapur on monthly basis for release of payment for the vehicles supplied to them respectively.
05. The Driver or the vehicle shall be provided with Log Book by the Contractor where date, time, Kms reading are to be filled and signed by the users/Officials. On the basis of Log Book, the bill shall be raised to O/o DDG (Nagaland), Dimapur by the contractor.
06. Vehicles shall be supplied by the contractor with following rate

Sl. No.	Item Description	RATE Rs.
1	Monthly Rate (1500 Km per month, 10 hrs a day)	
2	Charges for extra Kilometers, (over 1500 Km per month) in Rs. Per Km	
3	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	
4	Outstation night halt charges in Rs. per Halt	

All the rates are inclusive of all taxes, levies, duties and cess etc., except GST (Goods & Service Tax).

07. Whereas the necessary security deposit/Bank Guarantee of Rs..... BG No..... Dated:..... have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

08. Duty hours will be calculated on the basis of the "from reporting time to releasing time" on each day by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
09. If the Contractor fails to provide the vehicle to O/o DDG (Nagaland), Dimapur and if the service is not found satisfactory enough, the O/o DDG (Nagaland), Dimapur, shall have the right to terminate the contract in whole.
In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. O/o DDG (Nagaland), Dimapur shall have no liability whatsoever.
10. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, O/o DDG (Nagaland), Dimapur will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
11. If for any reason the O/o DDG (Nagaland), Dimapur is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the O/o DDG (Nagaland), Dimapur The Contractor without raising any dispute on such assessment by the O/o DDG (Nagaland), Dimapur regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
12. The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
13. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration DDG (Nagaland), Dimapur, Behind OCB Telephone Exchange, Dimapur, Nagaland - 797112, Department of Telecommunications, Ministry of Communication, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
14. If the contractor institutes any legal proceedings against the purchaser to enforce any of its rights under this agreement it shall be in the legal jurisdiction of the purchaser where the vehicles have been hired and not the place where the contractor has its registered office.

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

()
Signature on behalf of
Purchaser

Name:

Designation:

Seal:

()
Signature on behalf of Contractor

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:
Signature:
Name:

Witness 2:
Signature:
Name:

Witness 1:
Signature:
Name:

Witness 2:
Signature:
Name:

SECTION-VIII
PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General(Nagaland),DoT,Dimapur (herein after called the 'purchaser') having agreed to exempt _____(herein after called the said service provider(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 service provider of the terms and condition to be contained in an Agreement in connection with the contract for the supply of _____,We (Name of the Bank)_____ (herein after referred to as the bank) at the request of _____(service provider(s)) do hereby undertake to pay to DDG (Nagaland) , an amount of not exceeding _____, against any loss or damaged caused to or suffered or would be caused to or suffered by the DDG(Nagaland), by reason of any breach by the said service provider(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(Nagaland) stating that the amount claimed is due by way or loss of damages caused to or would be caused to or suffered by the DDG(Nagaland),Dimapur ,reason of breach by the said service provider(s) of any of 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(Nagaland) in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-
3. We undertake to pay to the DDG(Nagaland), Dimapur, any money so demanded notwithstanding any disputes raised by the service provider(s)/ suppliers in any suit or proceeding 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 Service Provider(s) / supplier(s) shall have no claims against us for making such payment.
4. We (Name of the Bank)..... further agree that the guarantee there in contained shall remain in force and effect immediately for a period from date herein and further agree to extend the same from time to time (18 Months) so that it shall continue to be enforceable till all the dues of the DDG(Nagaland), Dimapur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(Nagaland), Dimapur certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the DDG(Nagaland), Dimapur that the DDG(Nagaland), Dimapur 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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(Nagaland), Dimapur , against the said service provider(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 or any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of DDG(Nagaland), Dimapur , or any indulgence by the DDG(Nagaland), Dimapur, to the said service provider(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 service provider(s) / supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (Nagaland), Dimapur.

Dated:

For

(Indicating the name of the Bank)

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

**SECTION IX
BIDDER'S PROFILE**

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2	Type of firm i.e. Proprietorship / partnership or company registered under company act 1956 (Attach Self Attested copy)	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6	PAN / GIR/TAN No (Attach Self Attested copy)	
7	GST(Goods & Service Tax) Registration No. (Attach Self Attested copy)	

8. Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in supplying of vehicle to Central/State Government/ Public Sector companies for one year or more during the last five years. The summary of that can be tabulated in the given format in chronological order

SN	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Experience certificate for the period	
			From	To
1				
2				

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

9. Additional information, if any (Attach separate sheet, if required)

- Name:
- Date:
- Place:

- Signature of authorized person
- Seal

Section-X

Declaration Regarding No Near Relatives

I.....S/o.....

r/o..... hereby certify that none of my relative(s) as defined in the tender document no: dated:..... is/are employed in Department of Telecommunication, Govt. of India, as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, purchaser shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed

Name (Caps)

Position

Date

Seal of the bidder.

Section-XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

**The DDG(Nagaland)
Department of Telecommunications, NE LSA
Behind OCB Telephone Exchange, Dimapur,
Nagaland-797112**

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.

Section-XII

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----
-----hereby declare that the firm/company namely M/S.-----
-----has not been blacklisted 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 w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

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

In addition to the above, O/o DDG, Nagaland, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Date:

Seal of the firm should be

Name -----

Affixed.

Capacity in which as signed:

Name & address of the firm:

Section-XIII
DECLARATION

FOR NON-TAMPERING OF DOWNLOADED TENDER DOCUMENT FROM WEB SITE

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://eprocure.gov.in> and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD for Rs.....towards the EMD or **Valid MSME/NSIC** certificate for exemption of EMD.

Place:

Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

Section-XIV

CHECK LIST FOR BIDDERS

SN	Documents				Upload status
1	EMD or Valid MSME/NSIC certificate for exemption of EMD*	DD No.	Amt.	Date	
2	Bidder profile (Section-IX) filled and uploaded				
3	Declaration on Black listing/non-black listing (Section-XII) filled and uploaded.				
4	Declaration on no-near relative (Section -X) filled and uploaded				
5	Declaration on non-tampering of downloaded tender document (Section -XIII) filled and uploaded.				
6	Bid Form (Section-IV) filled & uploaded				
7	Letter of authorization for attending tender opening (Section -XI) filled and uploaded.				
8	Self-Attested copy of Firm/company registration document.				
9	Self-Attested copy Registration certificate of the vehicle.				
10	Self-Attested copy of the current insurance document				
11	Self-Attested copy of PAN card of firm/company/Proprietor.				
12	Self-Attested copy of Experience certificate issued by Central/State Government/ Public Sector companies for one year or more during the last five years.				
13	Self-Attested copy of GST registration certificate of firm/company				
14	Financial bid document (BOQ xls sheet) filled and uploaded				
15	Tender/Bid Document				

*Scanned copy of DD /Banker's Cheque has to be uploaded.

_____ *End of the document* _____