



सत्यमेव जयते

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

O/o Senior Deputy Director General

ANDHRA PRADESH LSA

D-8, Telecom Officers' Complex, Tickle Road, Vijayawada – 520 010

Tel (O): 0866 2476999; email: [adgtermap.dot@nic.in](mailto:adgtermap.dot@nic.in)

E-TENDER DOCUMENT  
FOR

**“Providing Services of Hired AC and Non-AC Light Commercial vehicles”**

FOR

O/o Sr. Deputy Director General

Andhra Pradesh LSA

Vijayawada

**Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

Not transferable

**Price: Rs 500.00**

## Table of Contents

<b>S. No.</b>	<b>Particulars</b>	<b>Page Nos.</b>
1	Notice Inviting e-Tender (NIT)	3 - 5
2	Section I - Instructions for online Bid submission	6 - 8
3	Section II – Bidder’s Profile & Bid form	9
4	Section III – Instructions & General (Commercial) conditions of Contract	11 - 19
5	Section IV - Specific Terms & Conditions of the contract	20 - 23
6	Section V - Special conditions of Contract	24 – 25
7	Section VI – Format of Financial Bid	26 – 27
8	Annexure I - Agreement Form	32
9	Annexure II - Declaration regarding acceptance to Terms and Conditions of the Tender	33
10	Annexure III - Performance Security Bond Form	34-35
11	Annexure IV - Certificate for the Documents downloaded from the Website	36
12	Annexure V - Certificate on Non-Participation of near Relatives in the Tender	37
13	Annexure VI - Declaration regarding Blacklisting/ Non-Blacklisting from taking part in Govt. tender by DoT/ Govt. Dept/ PSUs	38
14	Annexure VII - Declaration of Non-tampering of Tender Document	39
15	Annexure VIII - Pre-Receipt for refund of Earnest Money Deposit	40
16	Annexure IX - Letter of Authorization For Attending Bid Opening	41
17	Annexure X - Check List of Documents	42



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D-8, Telecom Officers' Complex, Tikkle Road, Vijayawada – 520 010

**NIT No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

**Dated: 01.02.2021**

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

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 AC and Non-AC Light Commercial Vehicles for use in the office of Sr Deputy Director General (Sr DDG), Andhra Pradesh LSA Vijayawada 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 bidder should own or lease, in their name or firm's name, minimum of one light commercial vehicle of model **not older than January 2018** for use as commercial vehicle in the State of Andhra Pradesh 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 January 2018 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 (not older than January 2018 model)	AC Vehicle : (Type Sedan): Maruti Suzuki Dzire / Tata Zest / Hyundai Xcent / Any other make & model with same or Higher model	3	24,00,000/-	60,000/-
	Non- AC Vehicle (Type Sedan): Maruti Suzuki Dzire / Tata Zest / Hyundai Xcent / Any other make & model with same or Higher model	1		
Hiring of Light Commercial Vehicles on Call Basis (not older than January 2018 model)	AC Vehicle (Type Sedan): For Full Day or More	As per requirement		
	AC Vehicle (Type MPV/SUV) : For Full Day or More	As per requirement		

## 2 Tender Schedule

Dates of issue of Bid Document (Web Download)	01.02.2021 1700 Hrs
Clarification Start Date/Time	01.02.2021 1730 Hrs
Clarification End Date/Time	21.02.2021 1700 Hrs
Last date & time for submission of the tender online	22.02.2021 1700 Hrs
Last date and time of Physical submission of DD towards EMD or attested copy of valid document/certificate for exemption of EMD	24.02.2021 1030 Hrs
On-line opening of Tender Bids (Technical bids)	24.02.2021 1100 Hrs
Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
Place of opening the Tender	O/o Sr Deputy Director General APLSA Vijayawada D-6, Telecom officers' Complex, BSNL Quarters, Tikkle Road, Moghalrajpuram, Vijayawada-520010.
Bid Validity period/validity of bid offer for acceptance by DoT	180 days from the date of opening of tender
Likely date for commencement of contract	01-03-2021

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

- Aspiring Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
- Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.
- Original Demand Draft for an amount of Rs. 500/- (Rupees Five hundred only) (non refundable) from Nationalized/ scheduled bank drawn in favour of "CAO (Cash), O/o CCA AP Telecom Circle, Hyderabad" payable at Hyderabad or photocopy of Exemption certificate (Attested) obtained from Competent Authority, has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards Tender document fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay order.
- The applicant has to deposit Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty thousand only) in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favor of "CAO (Cash), O/o CCA AP Telecom Circle, Hyderabad" payable at Hyderabad or photocopy of Exemption certificate (Attested) obtained from Competent Authority, and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay order.

7. The aforesaid DDs/ Pay orders or Exemption certificate towards cost for Tender document and EMD should be submitted to the Tender Inviting authority i.e., Director (A&P), APLSA Vijayawada by post in advance or submitted before opening of bids.
8. The duly filled in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order or photocopy of Exemption certificate towards the Tender fee and the requisite bid security (EMD).
9. The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

**10. 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.

11. 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 Sr DDG (HoD) or DDG in charge of Administration in the O/o APLSA Vijayawada in this regard shall be final and binding on all.

**Director (A&P)**  
O/o Sr. DDG, APLSA  
Vijayawada  
Tel (O): 0866 2499199

**(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 for Online Bid submission

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

The bidders must carefully follow the instructions:

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/ bidders on the e-procurement/ e-tender portal are prerequisites 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 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 the e-mail id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv) Then the DSC (Class II or Class III Certificates with signing key usage) issued by NIC/ SIFY/ TCS/ nCode / eMudra or any Certifying Authority in India on e-Token/ Smart Card, should be registered.
- v) The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- vi) Contractor/ Bidder may go through the tender published on the site and download the required tender documents/ Annexures.
- vii) After downloading/ getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, the same may be obtained online through the **Central Public Procurement Portal**, 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 login 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 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 Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in pdf/ xls/ rar/ zip 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/ 200 dpi with black and white option, if needed. However, if the file size is less than 1 MB, the transaction uploading time will be very fast.

- xiv) Bidder should take into account the corrigendum/ Addendum published from time to time before submitting the online bids.
- xv) The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under 'My Space' option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii) While submitting the bids online, the bidder should read the terms & conditions and accept the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders have 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.
- 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. There shall not be any over-writings/ discrepancies in the submitted bid. If any such over-writing/ discrepancy are noticed, then the bid will be summarily rejected.
- 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 (at the last moment).
- 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 anyone until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subject 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 technical and financial bids is mandatory. Incomplete bids will summarily be rejected at the discretion of the Department.
- xxxi) 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 [cphp-doe@nic.in](mailto:cphp-doe@nic.in).



**SECTION - II**  
**Bidder's Profile & Bid Form**

1. Name of the Company/Firm:
2. Address for Communication:
3. Registered Office Address:
4. Branch office address in AP:
5. Location of Garage, if any:
6. Telephone No. (Office, Residence, Garage):
7. Name of Proprietor/Partners/Directors:
8.
  - i. Date/year of commencement of business:
  - ii. Details of vehicles owned by the bidder:

The bidder should own or lease, in their name or firm's name, minimum of one light commercial vehicle of model **not older than January 2018** for use as commercial vehicle in the State of Andhra Pradesh. The proof of ownership or lease agreement should be produced along with the qualifying bid documents.

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

9. Whether it is Proprietorship/Partnership/Private Limited/Public Limited Company:
10. Contact name of the person with Mobile no. (for service before 9 AM and after 7 PM and during the day):
11. Permanent Account Number (PAN) of the Company/ Firm/ Sole proprietorship:
12. GST Registration Number of the Firm:
13. The bidder/ firm hereby declares that they will be able to supply all the tendered requirement of commercial vehicles of models registered **in January 2018** 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 (DoT).

**Signature of bidder with seal**

**BID FORM**

**NIT No: APLSA/VIJ/VehicleTender/2020-21/II/1**

**Dated:01.02.2021**

To  
The Director (A&P)  
O/o Sr DDG, APLSA, Vijayawada 520010.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of **Providing Services of Hired AC and Non-AC Light Commercial vehicles** in the office of Sr DDG, APLSA Vijayawada in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake that, if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantee of a Scheduled Bank for a sum of **Rs 2,40,000/- (Rupees Two lakh Forty thousand only)** or **10% of actual contract value**, whichever is higher, for the 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 expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with our written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a DD for a sum of \_\_\_\_\_ towards EMD (Bid security).

**EMD particulars  
(Bid Security)**

D.D. No.                      dated

Name of the Bank:  
Branch:

Dated this.....day of..... (month), .....(year)

Signature of Authorized Signatory.....

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

Witness.....                      Signature.....

Address.....

## SECTION - III

### Instructions and General (Commercial) Conditions of Contract

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

- Department or Department of Telecommunications (DoT) means O/o Sr Deputy Director General {in short written as Sr DDG}, APLSA Vijayawada, its office situated at D-6, Telecom Officers' Complex, BSNL Quarters, Tikkle Road, Moghalrajpuram, Vijayawada – 520010.
- The bidder/ tenderer mean the company/ firm / agency/ Proprietor ship that participate in this tender and submit its bid.
- 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.
- EMD shall mean Earnest Money Deposit.
- Security Deposit or Performance Bank Guarantee (PBG) shall mean monetary guarantee furnished by the successful tenderer for the performance of the contract.
- 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 Sr DDG AP LSA, Vijayawada for and on behalf of the President of India.
- 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 Sr DDG AP LSA, Vijayawada. 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:**

- Tenders duly filled in must be submitted online and shall be opened on the date and time indicated in the Notice inviting tenders.
- 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.
- 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 complete 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.

- **Bid Document includes:**

- i. Detailed Notice Inviting e-Tender (NIT)
- ii. Instructions to Bidders (Section-I)
- iii. Bidder's Profile & (Section-II)
- iv. General (Commercial) Conditions of Contract (Section-III)
- v. Tender Specific Terms & Conditions (Section-IV)

- vi. Special Conditions of Contract (Section-V)
- vii. Format of Financial Bid Form (BoQ) (Section-VI)
- viii. Agreement Form (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 no near relatives (Annexure-V).
- xiii. 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)
- xiv. Declaration regarding Blacklisting/ Non-Blacklisting (Annexure-VI)
- xv. Declaration of Non-tampering of Tender Document (Annexure-VII)
- xvi. Pre-Receipt for refund of Earnest Money Deposit (Annexure-VIII)
- xvii. Letter of Authorization for attending Bid Opening (Annexure-IX)
- xviii. Check List of Documents (Annexure-X)
- A prospective bidder requiring any clarification on the Bid documents shall have to notify DoT in writing.
- 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.
- **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. Documents Establishing Bidders Eligibility and Qualification:**

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

S. No.	Documents
1.	Tender document cost ( scanned copy of DD to be uploaded online & original DD to be submitted offline) or attested copy of valid document/ certificate for exemption of tender document cost.
2.	EMD (scanned copy of DD to be uploaded online & original DD to be submitted offline) or attested copy of valid document/certificate for exemption of EMD.
3.	Duly filled & signed Bidder's Profile & Bid Form as in Section-II.
4.	Duly filled, signed and stamped Tender Document on all pages and Annexure-II and Annexure- IV to X (signed copy to be scanned and uploaded online in a single pdf file).
5.	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.
6.	Self attested Copy of Experience Certificate (Eligibility Criteria under Clause 2 (iii) of Section-IV).
7.	Self attested Copy of PAN card.
8.	Self attested Copy of GST Registration Certificate.
9.	Self attested Copy of Income Tax Return for FY 2019-20.
10.	Self attested Copy of GST Return For FY 2019-20.
11.	Self attested copy of Lease Agreement (if applicable); Registration and Insurance certificates of at least one light commercial vehicles of model not older than January 2018 (Eligibility Criteria under Clause 2(i) of Section-IV).
12	<b>The registered office or one of the Branch offices of the Bidder should be located in Andhra Pradesh state. The same should be mentioned clearly in bidder's Profile in Section II.</b>

**4.1(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:** All Original documents shall be liable to be produced for verification failing which such documents shall be rejected. Original DD for Tender Document Cost and EMD (or attested valid document/ certificate for exemption of EMD) have to be submitted offline as detailed under clause 5 and 6 of NIT. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents and submit all the documents.

- Only tenders complete in all respects and received on or before the due date and time shall be considered.
- **Signing of Tender:**  
Individual signing the tender or other documents connected with contract must specify whether he signs as:
  - a. 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 Sr DDG (HoD) or DDG in charge of Administration in the O/o Sr DDG, APLSA Vijayawada 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.
- Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.
  - Department of Telecommunications reserves the right to issue corrigendum as and when applicable.
  - The bids shall be valid for a period of 180 days from the date of opening of the bids.
  - 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.
  - The bidder may modify or withdraw the bid before the deadline prescribed for submission of bid.

**5. Earnest Money Deposit:**

- 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 in favour of "CAO (Cash), O/o CCA AP Telecom Circle, Hyderabad" payable at Hyderabad. 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 tender opening time.
- 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.
- 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.

- 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:

- **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 Sr Deputy Director General APLSA Vijayawada at D-6, Telecom officers' Complex, BSNL Quarters, Tickle Road, Moghalrajpuram, Vijayawada - 520010.
- **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 detailed evaluation of Technical and Financial Bids, 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 will 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.
- **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)
<b>1</b>	<b>Hiring of AC Vehicle (Type Sedan) on Monthly Basis</b>	
1.01	Monthly Rate (2000 Kms per month & 12 hours per day)	A1
1.02	Charges for extra Km (over and above 2000 Kms per month) in Rs per Km	A2
1.03	Charges for extra hour (over and above 12 hours per day) in Rs per hour	A3
1.04	Night Halt Charges in Rs per Night	A4
<b>2</b>	<b>Hiring of Non-AC Vehicle (Type Sedan) on Monthly Basis</b>	
2.01	Monthly Rate (1500 Kms per month & 12 hours per day)	B1

2.02	Charges for extra Km ( over and above 1500 Kms per month) in Rs per Km	B2
2.03	Charges for extra hour (over and above 12 hours per day) in Rs per Hour	B3
2.04	Night Halt Charges in Rs per Night	B4
<b>3</b>	<b>Hiring of AC Vehicle (Type Sedan) on call Basis - Full Day or more</b>	
3.01	Rate for running up to 80 Kms and upto 12 hours duty	C1
3.02	Charges for extra Km (over and above 80 Kms) in Rs per Km	C2
3.03	Charges for extra hour (over and above 12 hours) in Rs per hour	C3
3.04	Night Halt Charges in Rs per night	C4
<b>4</b>	<b>Hiring of AC Vehicle (Type MPV/SUV) on call Basis - Full Day or more</b>	
4.01	Rate for running up to 80 Kms and upto 12 hours duty	D1
4.02	Charges for extra Km (over and above 80 Kms) in Rs per Km	D2
4.03	Charges for extra hour (over and above 12hours) in Rs per hour	D3
4.04	Night Halt Charges in Rs per night	D4

$$R1 = \{A1+0.1*( A2 * 100 + A3 * 10 + A4*2)\} \times 3 \text{ (veh)} + \{B1+0.1\{( B2 * 100 + B3*10 +B4*2)\}\} * 1 \text{ (Veh)}$$

$$R2 = [C1 + ( C2*20 + C3*1 + C4*1)] + [D1+( D2*20 + D3*1 + D4*1)]$$

**R = R1 + 0.1xR2, will be calculated for each bid and L1 Bidder will be decided on the basis of value of 'R' (in Rs)**

**Assumptions:**

- calculation of 'R1', additional 100 Kms, 10 hrs extra duty and 2 night halts per month have been considered. Also hiring of 3 AC and 1 Non-AC vehicles for one month are assumed for calculation purpose.
- For calculation of 'R2', additional 20 Kms, 1 hr extra duty and 1 night halt per month have been considered.
- 10% weightage is given to the rates quoted for extra hours, extra kms, night halts in SL No 1 and 2. Also 10% weightage is given in respect of R2 for computation of rates to evaluate L1

**7. Security Deposit:**

- The contractor shall deposit Performance Security (Security deposit) of **Rs 2,40,000/- (Rupees Two lakh Forty thousand only)** or **10% of actual contract value**, whichever is higher 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.
- The successful bidder's Bid Security/ EMD shall be converted as part of Performance Security (Security Deposit) (or) in case Performance Bank Guarantee is furnished for the full amount, then the Bid Security will be discharged upon the bidder's acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- The performance security shall be furnished in the form of the Account Payee Demand Draft



or Bank Guarantee drawn in favour of “**CAO (Cash), O/o CCA AP Telecom Circle, Hyderabad**” payable at Hyderabad or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the “**CAO (Cash), O/o CCA AP Telecom Circle, Hyderabad**” payable at Hyderabad. The performance security should remain valid for Communication Accounts Officer, o/o CCA, payable at Hyderabad for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier.

- Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.
  - **Security Deposit/ PBG shall be liable for appropriation/ adjustment against any liquidated damages for delayed execution.** If the contractor fails or neglects to performance of his obligation under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a “SHOW-CAUSE” Notice to the contractor.
- 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 into an agreement initially for a period of one year extendable further subject to clause 12 of section-III. 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:**
- The contractor shall submit monthly bills in the first week of following month in respect of previous month.
  - All payments shall be made by RTGS/NEFT using PFMS.
  - 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.
  - 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 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:**
- 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.
  - 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.

- 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:**

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Head of office/ DDG in charge of Administration unit in APLSA Vijayawada or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Head of office/DDG in charge of Administration unit in APLSA Vijayawada or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the Head of office/DDG in charge of Administration unit in APLSA Vijayawada or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Head of office/DDG in charge of Administration unit in APLSA Vijayawada or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DoT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DoT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Head of office/ DDG in charge of Administration unit in APLSA Vijayawada or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the O/o Sr DDG, APLSA Vijayawada or such other places 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 DoT 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:**

- No other person except Contractor's authorized representative shall be allowed to enter DoT premises.
- Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.
- 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.
- The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at anytime.
- 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.
- Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- The contractor should prepare instruction sheet to the drivers with regard to their behavior, 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 - IV

### Specific Terms & Conditions of the contract

#### **1. General:**

Department of Telecommunication requires AC & **Non-AC** Light Commercial Vehicles as mentioned under clause 1 of NIT for the official use of O/o Sr DDG, APLSA Vijayawada. 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:**

- i. The bidder should own or lease, in their name or firm's name, minimum of one light commercial vehicle of model **not older than January 2018** for use as commercial vehicle in the State of Andhra Pradesh. The proof of ownership or lease agreement should be produced along with the qualifying bid documents.
- ii. Compulsory Inspection of the condition of the vehicle to be supplied by the lowest bidder shall be carried out by the dept. The lowest bidder shall parade the vehicle at the place, to be decided by the DoT, for inspection. If the DoT is satisfied with the condition of the vehicle, only then, purchase order shall be awarded to the lowest bidder.
- iii. The bidder shall have experience of supplying hired vehicles to Central/ State Govt. organization/ PSU for minimum one year during the last 5 years.
- iv. The bidder must have registration under Goods Service Tax (GST).

#### **3. Services to be provided:**

**3.1.** The contractor shall provide Commercial Registered Vehicles on Hiring basis to be used anywhere in the State of Andhra Pradesh. Normally reporting for the hired vehicles on monthly basis will be at O/o Sr DDG, APLSA Vijayawada. The vehicle shall be used for journey to any place in Andhra Pradesh state. It may also be used for visiting neighboring states also, when required.

#### **3.2. 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.

#### **3.3 Duty Hours:**

The service shall be provided normally for 12 hours from **08:00 Hrs to 20:00 Hrs** on all days 6 days per week from Monday to Saturday in the month. However the actual timings of duty hours shall be specified by actual users of vehicles, depending on the requirements. As and when the need arises, the services may also be availed on Sundays and on the days of Public Holidays also, with prior notice of six hours at no extra cost. iv. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 12 hours per day (normal day shall be from 08:00 Hrs to 20:00 Hrs) and Extra mileage will be over and above 2000/1500 Kms in a month.

#### **3.4. 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.

### 3.5. Calculation of distance:

From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.

### 3.6. Reporting place:

Any place within the territorial jurisdiction of O/o Sr DDG, APLSA Vijayawada. The user of the vehicle shall specify actual place of reporting.

### 3.7. 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.

## 4. Specific requirements:

- i. 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.
- ii. The liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor, this department has no responsibility and will not entertain any claim in this regard under the provision of the law.
- iii. **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.**
- iv. This department reserves the right to **counter offer price** against the price quoted by the contractor.
- v. The bidder must have a telephone/ mobile number where requisition of Vehicles can be conveyed round the clock (24 Hrs) for 365 days. Telephone/ mobile Number must be specified in the bidder's Profile. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time. The DoT will not bear any cost / liability for the mobile phone of the driver and its call charges. Failure to provide a working mobile connection to the driver will entail a penalty of Rs. 200/- per occasion.
- vi. No vehicle with registration in the Name of employee of DoT or his close relative should be supplied.
- vii. Payment of any Govt. Tax including GST or any other duty/ taxes for running the vehicles in Andhra Pradesh State will be liability of contractor.
- viii. **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 Andhra Pradesh state, the entry tax for other states may also be claimed by producing the entry tax slip/ receipt along with the monthly bill.**
- ix. All or few vehicles, as decided by DDG in charge of Administration in the department, must be fitted with GPS devices to track the vehicles and monthly bill must be submitted along with the travelled route map.
- x. 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.

- xi. 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.
- xii. The driver must use seat belt while driving and must not use mobile phone while driving.
- xiii. 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.
- xiv. The user may ask to change the driver without assigning any reason. The driver must be arranged within two working days.
- xv. The drivers may be asked to do overtime and may be called on holidays/ weekends and on odd times depending on the necessity and he should be prepared for such events. It will be the contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
- xvi. The contractor will provide well-behaved and properly dressed drivers wearing badges and possessing valid driving licenses having knowledge of different routes and minor repair of vehicles.
- xii. 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 white towels which should be washed weekly.** 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.
- xiii. Driver and vehicle should not be changed frequently. If, in most unavoidable circumstances, the change of driver/ vehicle is required, prior intimation to be given to the user concerned at least one day in advance.
- xiv. 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.
- xv. 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.
- xvi. Driver should keep available all the required documents like driving license, RC Book, Life tax, pollution control, proper road travel permission etc in the vehicle and should be submitted for verification to the concerned DoT authority, on demand.
- xvii. The driver shall need to take care of his food and lodging during tours outside Vijayawada and no arrangements or cost shall be borne by the department.
- xviii. Log book, format certified by the officer concerned from the department, should be supplied by the contractor and shall be kept in the custody of the driver who shall get the same filled up for the journeys undertaken by the DoT officials every day. The same should be submitted at the end of each month to the officer in-charge from the Department.
- xiii. The contractor must comply with all the statutory requirements related to pollution, emission, noise etc. applicable to transport vehicles.
- xiv. 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.

- xv. 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.**
- xvi. 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 DoT.
- xvii. The driver must have the eye sight of 6/6 after correction and he must be between 18 years and 50 years of age. An eye test certificate may be asked by the office.
- xviii. 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.
- xix. 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 DoT 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.
- xx. 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).

## 5. Rate and price variation:

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

**Increase or decrease in Hire charges during the month =**

**Actual KMs run by the vehicle \* (Revised rate of fuel price per litre - Base rate per litre)**  
**Average Mileage of the vehicle in Kmpl**

*(Note: - The Base Rate of fuel is the prevailing rate on the date of commencement of work contract. The Average Mileage is to be assumed as 14 Kmpl in case of Non-AC car and 12 Kmpl in case of AC cars. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).*

- 5.2.** The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.
- 5.3.** The contractor shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

## SECTION - V

### Special Conditions of Contract

1. The special conditions of contract shall supplement the General Conditions of the Contract as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section III.
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, non-submission of GPS maps routes and "**misbehavior**" by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of DoT.
11. The Contractor must ensure that the vehicle deployed in office is not to be used as taxi on hourly/ daily basis during off-office hours or on holidays through any taxi operator (like Ola, 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:**
  - i. 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 vehicle or vehicle not reporting, a penalty of Rs.500/- will be imposed on each occasion, in addition to the pro-rata deduction of rental in the monthly bill. 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 above for all days in the week and the contract shall be liable to be terminated with forfeiture of PBG.



- ii. Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. 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.
- iii. 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:
  - If the vehicle is delayed by more than 20 minutes and less than an hour, on three or more days in a month, and the delay has been accepted by the controlling officer, a penalty of Rs. 500/- will be levied per day for each delayed reporting.
  - If the vehicle is delayed by more than 20 minutes and less than an hour, on three or more days in a month, and the delay has not been accepted by the controlling officer in all the occasions, then penalty as per clause (i) above will be imposed.
- iv. In case of breakdowns in journeys within Krishna 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 to comply with the condition will lead to either imposition of penalty of Rs 1000/- per occasion or recovery of the cost borne by the Department in arranging and using alternate vehicle or by any other means as decided by the Sr DDG or DDG in charge of administration of the Department.
- v. In case of breakdown of a vehicle during outstation journeys in Districts other than Krishna the contractor should within 2 hours of the breakdown either arrange a replacement vehicle or get the breakdown vehicle properly repaired. Failure to comply with the condition will lead to either imposition of penalty of Rs 1000/- per occasion or recovery of the cost borne by the Department in arranging and using alternate vehicle or by any other means as decided by the Sr DDG or DDG in charge of administration of 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.

## SECTION - VI

### Format of Financial Bid

**Service: Providing hired vehicle for the O/o Sr DDG, APLSA Vijayawada for regular use and on call basis.**

1. Bidder Name:
2. Service Charges: The Tenderer shall mandatorily quote only rates for the items mentioned against S. No 1 (1.01 to 1.04) to S. No 4 (4.01 to 4.04) in the table given below.

**Notes:**

Conditional bid shall not be considered and will be rejected outright.

- A. L-1 Bidder will be decided based on evaluation formula as mentioned in clause 5 of Section-III of the tender document.
- B. Rate against each item in the following table need to be filled in column (3). 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.

Name of Work: Hiring of Light Commercial Vehicles for use in the O/o Sr DDG, APLSA Vijayawada		
Tender No.: APLSA/VJA/Vehicle Tender/2020-21/II/2		
Name of the Bidder/ Bidding Firm/ Company	To be filled only in softcopy of BOQ xls sheet	
<b>PRICE SCHEDULE</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 )		
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>
<b>S. No.</b>	<b>Item Description</b>	<b>BASIC RATE in Figures To be entered by the Bidder in Rs. P</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>1</b>	<b>Hiring of AC Vehicle (Type Sedan) on Monthly Basis</b>	
1.01	Monthly Rate (2000 Kms per month & 12 hours per day)	To be filled only in softcopy of BOQ xls sheet
1.02	Charges for extra Kms (over 2000 Kms per month) in Rs per Km	To be filled only in softcopy of BOQ xls sheet
1.03	Charges for extra hours (over and above 12 hours per day) in Rs per hour	To be filled only in softcopy of BOQ xls sheet
1.04	Night Halt Charges in Rs per Night	To be filled only in softcopy of BOQ xls sheet
<b>2</b>	<b>Hiring of Non-AC Vehicle (Type Sedan) on Monthly Basis</b>	

2.01	Monthly Rate (1500 Kms per month & 12 hours per day)	To be filled only in softcopy of BOQ xls sheet
2.02	Charges for extra Kms (over 1500 Kms per month) in Rs per Km	To be filled only in softcopy of BOQ xls sheet
2.03	Charges for extra hours ( over and above 12 hours per day) in Rs per hour	To be filled only in softcopy of BOQ xls sheet
2.04	Night Halt Charges in Rs per Night	To be filled only in softcopy of BOQ xls sheet
<b>3</b>	<b>Hiring of AC Vehicle (Type Sedan) on call Basis – Full Day or more</b>	
3.01	Rate for running up to 80 Kms and up to 12 hours duty	To be filled only in softcopy of BOQ xls sheet
3.02	Charges for extra Kms (over 80 Kms) in Rs per Km	To be filled only in softcopy of BOQ xls sheet
3.03	Charges for extra hours (over and above 12 hours) in Rs per hour	To be filled only in softcopy of BOQ xls sheet
3.04	Night Halt Charges in Rs per night	To be filled only in softcopy of BOQ xls sheet
<b>4</b>	<b>Hiring of AC Vehicle (Type MPV/SUV) on call Basis - Full Day or more</b>	
4.01	Rate for running up to 80 Kms and up to 12 hours duty	To be filled only in softcopy of BOQ xls sheet
4.02	Charges for extra Kms (over 80 Kms) in Rs per Km	To be filled only in softcopy of BOQ xls sheet
4.03	Charges for extra hours (over and above 12 hours) in Rs per hour	To be filled only in softcopy of BOQ xls sheet
4.04	Night Halt Charges in Rs per night	To be filled only in softcopy of BOQ xls sheet

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

Name of the authorize person:

Signature of authorized person

Seal

Seal of the bidder

Place:

Date:

**ANNEXURE - I**  
**Agreement Form**

**Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

1. This agreement is made on this.....day of..... 2021 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 Shri ..... and O/o Sr DDG, APLSA Vijayawada (herein after called "second party" whose term includes its successors and assignees) whose office is situated at Telecom officers' complex, BSNL Quarters, Tikkle Road, Moghlarajpuram, Vijayawada-520010, Andhra Pradesh acting through its authorized official Shri .....
2. That whereas the first party shall and will execute the work described as providing Services of Hired AC and Non-AC Light Commercial vehicles in the O/o Sr DDG, APLSA Vijayawada as per all the terms and conditions given in Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2 and all its sections & annexures, and rates as mentioned in the financial bid which shall become part and parcel of this agreement. The first party has deposited Rs...../- (Rupees ..... only) as interest free Performance Security deposit.
3. This agreement is made for a period of one year from ..... to ..... which may be extended subsequently as per clause 12 of Section III of the bid document as decided upon to do so by the second party on the same terms, norms and rates.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Transporter shall during the period of this contract that is to say from 01-02-2021 to 31-01-2022 or until this contract is determined by such notice as hereinafter mentioned, will provide 2 Light commercial vehicles (One A/C and one Non-A/C vehicle) not older than January, 2018 year model, on the rates accepted as mentioned below. It is agreed by the Transporter that the number of vehicles is likely to change and may be demanded according to the exigencies of service by O/o DDG C, AP LSA, Vijayawada.
2. The vehicles will be normally used between 8.00 AM to 8.00 PM every day (twelve hours per day) on all the days of the month. However actual duty hours shall be specified by officers of O/o DDG C, AP LSA, Vijayawada as per their requirement. Duty time starts from the time of reporting at reporting place. Counting of distance starts from reporting place.
3. The Transporter shall comply with all the terms and conditions of the tender document No.APLSA/VJA/Vehicle Tender/2020-21/II/2, dated 01-02-2021 along with the sections annexed thereto, which are part and parcel of this agreement and also the following terms and conditions.
4. The Transporter shall provide vehicles to O/o Sr DDG, AP LSA, Vijayawada not older than January, 2018 model and registered for the commercial purpose only and all taxes, insurance due on such vehicles shall be the liability of the Transporter.

5. The Transporter should provide the particular model or make of vehicle as agreed upon in the contract. O/o Sr DDG, AP LSA, Vijayawada only reserves the right to substitute with another similar vehicle. If for any reason whatsoever, O/o Sr DDG, AP LSA, Vijayawada is not happy with the condition of the vehicle provided, the transporter's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason, the Transporter is not in a position to provide a substitute vehicle as demanded by O/o Sr DDG, AP LSA, Vijayawada then O/o Sr DDG, AP LSA, Vijayawada will be free to engage a vehicle from the open market and debit the expenditure on account of it, on the claims payable to the Transporter.

6. If the Transporter fails to provide the vehicle to O/o Sr DDG C, AP LSA, Vijayawada and if the service is not found satisfactory enough, O/o Sr DDG, AP LSA, Vijayawada shall have the right to terminate the contract in whole or in part as per clause 13 of section III of Tender document.

7. In the event of any mechanical failure/breakdown of vehicle after it's reporting duty, the Transporter shall arrange for replacement by another commercial vehicle. Non compliance may attract penalty as per clause 12 of section V of Tender Document.

8. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 12 of section V of Tender Document shall be imposed.

9. 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 transporter. O/o Sr DDG, AP LSA, Vijayawada shall have no liability whatsoever.

10. That transporter alone is liable for any legal disputes/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by transporter. O/o Sr DDG, AP LSA, Vijayawada will not be liable for any loss, damages, etc., suffered/to be suffered by transporter or third party as the case may be.

11. If for any reason, O/o Sr DDG, AP LSA, Vijayawada is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period of extension, it will be reported to the Transporter in writing. The Transporter without raising any dispute on such assessment by O/o Sr DDG, AP LSA, Vijayawada regarding the standard of the vehicle provided or quality of service rendered by him may immediately replace it with another commercial vehicle on receipt of such complaint.

12. The Transporter shall also ensure that he will not supply the vehicle(s) to O/o Sr DDG, AP LSA, Vijayawada which are either owned by employees of O/o Sr DDG, AP LSA, Vijayawada either directly recruited or on deputation to O/o Sr DDG, AP LSA, Vijayawada or their near relatives as defined in Section-IA of Company Act 1956 and clause (6) of Section –V of the tender document. Any violation of this clause will entail O/o Sr DDG, AP LSA, Vijayawada to repudiate this agreement solely at the risk and consequences of the Transporter.

13. The Transporter shall also be liable for all fines, penalties levied due to non observance of traffic rules and other criminal offences arising out of or concerning the use of the vehicle during the hire period and Transporter accordingly indemnifies O/o Sr DDG, AP LSA, Vijayawada against all such liabilities.

14.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Sr Deputy Director

General /HoD, AP LSA, Vijayawada. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act. 1996.

14.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act. 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The award passed by the arbitrator will be final and conclusive in all respects.

14.3 The venue of the arbitration proceedings shall be at office of Sr Deputy Director General, AP LSA, Vijayawada i.e., at D-6, Telecom Officers' Complex, Tikkle Road, Mogalrajapuram, Vijayawada-520 010 or such other place as the arbitrator may decide.

15. If the Transporter institutes any legal proceedings against O/o Sr DDG, AP LSA, Vijayawada to enforce any of its rights under this agreement it shall be in the legal jurisdiction of O/o Sr DDG, AP LSA, Vijayawada where the vehicle has been hired.

16. The Transporter shall be responsible for compliance of all the laws/rules/ regulations and government instructions that are/will be applicable to and aimed to protect the interest of employees/workers engaged by him and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past or may arise during the course of performance of this contract.

17. The R.C.Book, driving license, latest insurance papers and valid pollution check certificates should always be made available with the hired vehicle for any inspection by the concerned authorities.

18. The Performance security amount carries no interest and will be refunded after one month of closure of contract, subject to adjustment of any claims that may arise out of this agreement.

19. The log book shall be maintained and kept in the custody of the driver who shall get the same filled up for the journeys undertaken by the officers of O/o Sr DDG, AP LSA, Vijayawada and any such unauthorized entry will not be taken into consideration.

20. The Performance security amount will be forfeited in case any of the conditions mentioned in the agreement and tender document are not fulfilled. The O/o Sr DDG, AP LSA, Vijayawada shall have the right to recover/adjust any Government dues from the Security Deposit available.

21. The driver should be experienced one with a valid driving licence. The driver shall be well dressed and well behaved. Any laxity in behaviour shall be construed as breach of contract and will result in cancellation of contract. The driver should be made available at the appointed time and shall act as per the directions of the officer(s) of O/o Sr DDG, AP LSA, Vijayawada.

22. The cost of Diesel and other lubricants and maintenance shall be borne by the Transporter.

23. Monthly bills shall be submitted in duplicate to the Drawing and Disbursing Officer, O/o Sr DDG, AP LSA, Vijayawada along with log sheets duly signed by the user. Income Tax as applicable shall be deducted from the bill while making payment of each bill. GST will be paid extra by DoT as per the rates in force. The proof of payment of GST to Central Excise Department is to be submitted while

claiming the bills for the following month.

24. In case a vehicle runs less than 2000Km. in r/o AC vehicle and 1500Km. in r/o non-AC vehicle, in a month, the balance/unused kilometers shall be carried over to the subsequent three months and shall be adjusted against any extra kms. run in the subsequent three months otherwise they will elapse.

25. Parking and Toll gate charges, if any, may be claimed by producing the Parking/Toll gate charges slips.

Schedule of Approved Rates

S. No.	Item Description	Approved Rate in Rs (Say)
<b>1</b>	<b>Hiring of AC Vehicle (Type Sedan) on Monthly Basis</b>	
1.01	Monthly Rate (2000 Kms per month & 12 hours per day)	
1.02	Charges for extra Km (over and above 2000 Kms per month) in Rs per Km	
1.03	Charges for extra hour (over and above 12 hours per day) in Rs per hour	
1.04	Night Halt Charges in Rs per Night	
<b>2</b>	<b>Hiring of Non-AC Vehicle (Type Sedan) on Monthly Basis</b>	
2.01	Monthly Rate (1500 Kms per month & 12 hours per day)	
2.02	Charges for extra Km ( over and above 1500 Kms per month) in Rs per Km	
2.03	Charges for extra hour (over and above 12 hours per day) in Rs per Hour	
2.04	Night Halt Charges in Rs per Night	
<b>3</b>	<b>Hiring of AC Vehicle (Type Sedan) on call Basis - Full Day or more</b>	
3.01	Rate for running up to 80 Kms and upto 12 hours duty	
3.02	Charges for extra Km (over and above 80 Kms) in Rs per Km	
3.03	Charges for extra hour (over and above 12 hours) in Rs per hour	
3.04	Night Halt Charges in Rs per night	
<b>4</b>	<b>Hiring of AC Vehicle (Type MPV/SUV) on call Basis - Full Day or more</b>	
4.01	Rate for running up to 80 Kms and upto 12 hours duty	
4.02	Charges for extra Km (over and above 80 Kms) in Rs per Km	
4.03	Charges for extra hour (over and above 12hours) in Rs per hour	
4.04	Night Halt Charges in Rs per night	

In WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representatives the day and year first above written.

For and on behalf of O/o DDG C AP LSA,  
Vijayawada

For and on behalf of the Transporter

Name (Caps)\_\_\_\_\_

Name (Caps)\_\_\_\_\_

Position\_\_\_\_\_

Position\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

In the presence of Witnesses

1.

2.

Signed .....

Signed .....

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

**For and on behalf of  
Second Party**

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: APLSA/VJA/Vehicle Tender/2020-21/II/2**

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 AC and Non-AC 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 on a Rs 100 stamp paper 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 from 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 180 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: APLSA/VJA/Vehicle Tender/2020-21/II/2**

1. In consideration of O/o Sr DDG, APLSA Vijayawada, having agreed to exempt \_\_\_\_\_ (herein after called the said contractor(s)) from the demand of security deposit of Rs. \_\_\_\_\_ on production of bank guarantee for Rs. \_\_\_\_\_ for the due fulfillment by the said contractor(s) of the terms and conditions to be contained in an agreement in connection with the contract for supply of hired vehicles, we, ( Name of the Bank) at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the CAO (Cash), O/o Pr. CCA, Triveni Complex, Hyderabad an amount not exceeding \_\_\_\_\_, against any loss or damages caused to or suffered or would be caused to or suffered by the O/o Sr DDG, AP LSA Vijayawada by reason of any breach by the said contractor(s) of any of the terms and 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 O/o Sr DDG, AP LSA Vijayawada stating that the amount claimed is due by way of loss or damages caused to or suffered by the O/o Sr DDG, AP LSA Vijayawada by reason of breach by the said contractor (s) of any of the terms and conditions contained in the said agreement or 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 O/o Sr DDG, AP LSA Vijayawada in these counts shall be final and binding on the bank. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
3. We undertake to pay to the CAO (Cash), O/o Pr. CCA, Triveni Complex, Hyderabad any money so demanded notwithstanding any dispute raised by the contractor(s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to this contract and our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment; thereafter the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
5. We (Name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 15 months from the date herein and further agree to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the O/o Sr DDG, AP LSA Vijayawada under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Sr DDG (HoD) or DDG in charge of Administration in the O/o SrDDG, AP LSA Vijayawada 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.
6. We \_\_\_\_\_ (Name of the Bank), further agree with Sr DDG (HoD) or DDG in charge of Administration in the unit that the O/o Sr DDG, AP LSA Vijayawada shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary the terms and 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 Sr DDG (HoD) or DDG in charge of administration in the unit 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, or extension being granted to the said contractor(s) or any indulgence or the

forbearance, or any omission on the part of the O/o Sr DDG, AP LSA Vijayawada 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
8. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by Sr DDG (HoD) or DDG incharge of Administration in the unit o O/o Sr DDG, AP LSA Vijayawada.

Dated the .....

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

Telephone No(s).....

Fax No.....

e-mail id .....

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: APLSA/VJA/Vehicle Tender/2020-21/II/2**

"I/ We hereby declare that the tender document submitted has been downloaded from the website **<http://www.eprocure.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 and EMD, if any 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**

**DECLARATION**

**PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING  
IN DEPARTMENT OF TELECOMMUNICATIONS, APLSA  
VIJAYAWADA**

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

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

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

**Signature of the tenderer  
with seal**

The near relative (s) means:

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

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

**Signature of the tenderer  
with seal**

**ANNEXURE - VI**

**Declaration regarding Blacklisting/ Non-Blacklisting from taking part in Govt.  
tender by DoT/ Govt. Dept/ PSUs**

**Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

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/ Performance 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: APLSA/VJA/Vehicle Tender/2020-21/II/2**

I/ We Proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that I/ We had/ have not tampered with the tender document No: APLSA/VJA/Vehicle Tender/2020-21/II/2.

**SIGNATURE OF THE BIDDER WITH STAMP**

**ANNEXURE - VIII**

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

**Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

Received with thanks from O/o Sr DDG, APLSA Vijayawada a sum of **Rs 60,000/- (Rupees Sixty thousand only)** towards refund of Earnest Money Deposit paid in respect of Tender for **“Providing Services of Hired AC and Non-AC Light Commercial vehicles in the O/o Sr DDG, APLSA Vijayawada”** vide Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2

**SIGNATURE OF THE BIDDER WITH STAMP**

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



**ANNEXURE - IX**

**Letter of Authorization for attending Bid opening**

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

**To**  
**Director (A&P)**  
**O/o Sr DDG, APLSA**  
**Vijayawada**

**Subject:** Authorization for attending bid opening on \_\_\_\_\_(date) in respect of the  
Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2

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

**Name of the authorized person:**

**Specimen Signature of the authorized person:**

**Signature of the bidder with date and seal:**

**Note:**

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

**ANNEXURE - X**  
**Check List of Documents**

**Tender No: APLSA/VJA/Vehicle Tender/2020-21/II/2**

**1. Technical Bid:**

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

<b>S. No.</b>	<b>Documents</b>	<b>Enclosure (Yes/No)</b>
1	DD for Tender document cost of Rs 500/- or attested copy of valid document/certificate for exemption of Tender Document Cost	
2.	EMD (scanned copy of DD to be uploaded online & original DD to be submitted offline) or attested copy of valid document/certificate for exemption of EMD.	
3.	Duly filled & signed Bidder's Profile & Bid form in Section-II.	
4.	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).	
5.	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.	
6.	Self attested Copy of Experience Certificate (Eligibility Criteria under Clause 2 (iii) of Section-IV).	
7.	Self attested Copy of PAN card.	
8.	Self attested Copy of GST Registration Certificate.	
9.	Self attested Copy of Income Tax Return for FY 2019-20.	
10.	Self attested Copy of GST Return For FY 2019-20.	
11.	Self attested copy of Lease Agreement (if applicable); (I) Registration and Insurance certificates of at least one light commercial vehicles of model not older than January 2018 (Eligibility Criteria under Clause 2(i) of Section-IV).	
12.	Proof of Registered or branch office of the bidder in Andhra Pradesh	

**2. 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**