



भारत सरकार
संचार एवं सूचना प्रौद्योगिकी मंत्रालय
दूरसंचार विभाग
दूरसंचार प्रवर्तन संसाधन एवं निगरानी प्रकोष्ठ, पुणे

Government of India
Ministry of Communications
Department of **Telecommunications**
Telecom Enforcement, Resources & Monitoring (TERM) Cell, Pune

E-Tender No. : TERM/ Pune/ACCT-17/Tenders/Hired Vehicle/2017-18

BID DOCUMENT

For providing Services of Hired Vehicles for the office of DDG (TERM) Pune,

Department of Telecommunications,

Ministry of Communications

CTO Compound, Behind GPO,
Church Road, Camp, Pune,
Maharashtra, India-411001,
Phone: 02026114040/
Fax: 02026134646

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

Not transferable

Price of Bid Document: Rs. 100/-

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Government of India Ministry of
Communications & IT Department of
Telecommunications The office of
DDG (TERM) Pune

TERM Pune/ACCT-17/Tenders/Hired Vehicle/2017-18 Dated: 01/05/2017

Section 1 - TENDER NOTICE

1. E-tenders are invited on behalf of the President of India, from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of vehicles on hired basis for office of DDG (TERM) Pune for a period of one year from the date of contract. Requirements are as follows:

Office where services are required	Description of Services	Schedule of requirement	Quantity	Approximate Cost	Earnest Money Deposit
O/o DDG (TERM) Pune	Hired vehicles on monthly basis for F.Y. 2017-18	1) Swift DZire (AC) or its equivalent sedan	1(one)	Rs.15,65,000/-	Rs.45,000/-
		2) Tata Indica (Non AC) or its equivalent compact vehicle	3 (Three)		

Note: The tenderer should submit DD for Rs.45,000/-for the above EMD. The DD has to be submitted off line before 16:00 hrs on 22/05/2017 and scanned copy of DD to be uploaded online.

2. Schedule:

Date of issue of Bid Document: Bidder can download the Bid Document from **01-05-2017** from the DOT Website <http://www.dot.gov.in> or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials.

Last Date & time for receipt of tender : 22-05-2017 at 15:00 hrs.

Physical submission of EMD and Tender document fee : 22-05-2017 at 16:00 hrs.

On-line opening of Tender Bids (Technical bids) : 22-05-2017 at 16:30 hrs.

Pre-bid Meeting : 12-05-2017 at 11.00 hrs.

Date & time for opening of Financial Bid for Technically qualified bidders. : Will be intimated later.

Place of opening the Tenders : O/o DDG(TERM),Pune, CTO Compound, Behind GPO , Church Road,Camp, Pune 411001

Bid Validity Period/Validity of Bid offer for acceptance by DOT :90 days from the date of opening of the tender.

3. Accessibility of Tender Document :Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> or www.dot.gov.in

4.Tender Document Fee :DD for an amount of Rs.100/-(Rupees Hundred only) (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO,CCA(Maharashtra),Mumbai" payable at Mumbai has to be submitted offline(Scanned copy of DD to be uploaded online) towards tender document fee failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

5. Earnest Money deposit: DD for an amount of Rs.45,000/-(Rupees Forty Five Thousan only) (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO,CCA(Maharashtra),Mumbai" payable at Mumbai has to be submitted offline(Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

6.Submission of Tenders : The bid along with the necessary documents should be uploaded in the e- procure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in Section- V of the Tender Document.

7.The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the DDG (TERM), Pune , Ministry of Communication & IT, and Department of Telecommunications in this regard shall be final and binding on all.

8.The aforesaid DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e. Director (TERM) -II,Pune TERM Cell on or before 16:00 hrs on 22-05-2017 and the scanned copy to be uploaded online on or before 15:00 hrs on 22-05-2017 .The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

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

Director (TERM)-II Pune
O/o Dy. Director General(TERM) Pune
CTO Compound, Near GPO , Church Road,Camp, Pune 411001

DEFINITIONS

- I. **TERM** - Telecom Enforcement Resource & Monitoring
- II. **The Office** - The O/o DDG (TERM) Pune, Department of Telecommunications
- III. **Bidder** - The person or company/firm/agency participating in the tender
- IV. **Qualification Bid** – Document proving the qualifications of the bidder uploaded on-line by the Bidder.
- V. **Financial Bid** – Rates quoted by the bidder by uploading it on-line.
- VI. **CCA** - The controller of communication accounts, also the paying authority
- VII. **Competent authority** – DDG (TERM), Pune, Dept of Telecom
- VIII. **Vehicles** - Four wheelers of specified make and type and fulfilling the required conditions.
- IX. **Contractor** - The bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- X. **DDG** - Deputy Director General
- XI. **SDE – Sub-Divisional Engineer**
- XII. **DoT /DOT-** Department of Telecommunications
- XIII. **NIT** - Notice Inviting Tender
- XIV. **EMD** – Earnest Money Deposit

Section 2 - GENERAL INSTRUCTIONS FOR BIDDERS

1. Parties:

The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Government of India acting through DDG (TERM) Pune, DoT for and on behalf of the President of India.

2. Duration:

The duration of the contract shall be for a period of one year from the date of award of work. However, competent authority can extend this duration for a period of maximum one year on mutual agreement with the contractor on the same rate, terms and conditions keeping in view the satisfactory performance of the firm.

3. Earnest Money Deposit:

3.1 EMD of Rs. 45,000/- (in words-Rupees Forty five thousand only) in the form of Demand draft must be deposited physically by bidders up to 16:00 Hrs of 22-05-2017 and scanned copy of DD should be uploaded on line up to 13:00 Hrs of 22-05-2017. The validity of the Demand draft must be for a period of 3 (three) months and date of issue of DD should be after the date of issue of NIT. The Demand draft shall be in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai.**

3.2 No request for transfer/adjustment of any previous deposit of earnest money or Performance Security or payment of any pending bill held by the Department in respect of any previous work will be entertained.

3.3 Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited by the Government.

3.4 The tenders without proper tender fees or EMD will be summarily rejected.

3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of EMD or Performance Security.

3.6 EMD shall be forfeited in case of the following--

- a) If the bidder withdraws or amends its tender or increases rates after opening of the bid
- b) If the successful bidder fails to furnish Performance Security amount.
- c) On refusal to enter into contract after award of work.
- d) If the work is not commenced on the date of starting the work as per work order
- e) Unsatisfactory performance and/or Non-performance of the contract.

3.7 The successful bidder's EMD will be discharged upon the bidder's acceptance of the award of work satisfactorily and furnishing the Performance Security.

4. **Preparation and Submission of Tender:**

The tender should be submitted/uploaded on line in two parts namely i) **Qualification Bid** (in the format given in Annexure-I) and ii) **Commercial Bid** (in the format given in Annexure-II) .

5. **Signing on Tender documents:**

Individual signing the tender or other documents connected with bid 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 disputes 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 principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

Nota Bene:

- (1) In case of partnership firms, a copy of the partnership agreement, and general power of attorney duly attested by a Public Notary, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (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 do so and if, on enquiry it appears that the persons so signing had no authority to do so, DoT may, without prejudice cancel the bid/contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The bidder should sign and affix his/his firm’s stamp at each page of the tender and all its Annexure as the acceptance of the offer by the bidder. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by DoT if necessary.)

6. **Qualification (Financial) Bid:**

- 6.1 The qualification bid should be uploaded in the format given in **Annexure-I** along with Account Payee Demand Drafts for **Rs. 45,000/- and Rs. 100/-** in favour of **“Communication Accounts Officer, O/o CCA (Maharashtra)” Payable at Mumbai** and also requisite documents as per Annexure-IV. The scanned copy of DDs for EMD, Tender Document fee as well as all the documents as mentioned at Annexure-IV are required to be uploaded by the Bidder at the place indicated as Cover No.1 while uploading the documents on e-procurement website. No indication of the Prices shall be made in the Qualification Bid. All pages of original bid shall be signed by the person or persons signing the bid.

7. **Commercial Bid:**

- 7.1 The bidder shall quote the price as per format enclosed at Annexure-II (i.e. in BoQ1, BoQ2 & BoQ3) and fill up the relevant parts accordingly. The bidder must fill up the rates in all the three BoQs otherwise his tender will not be considered for evaluation. The Service Tax component is also to be filled up at the relevant part. The rates quoted by the bidder must be reasonable and logical. The tender can be rejected on the basis of unreasonable or illogical rates. The Commercial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidders.
- 7.2 Terms of payment as stated in the Tender Documents shall be final.
- 7.3 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. **Validity of the Bids:**

The bids shall be valid for a period of 90 days from the date of opening of the tenders. A bidder after accepting the request of DoT, TERM Pune for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

9. **Clarification on tender, if any**

A prospective bidder requiring any clarification on the Bid document shall notify this office in writing. This office shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender. At any time, prior to the date of submission of bid, TERM Pune may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

The amendments shall be notified on the E-procurement portal and these amendments will be binding on all bidders. The bidder shall bear all costs associated with the preparation and submission of the bid. TERM Cell, Pune in no case be responsible for these costs regardless of the conduct or outcome of the bidding process

10. **Opening of Tender:**

The bidder or his authorized representative (not more than one) is at liberty to be present at the time of opening of the tender. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

11. **Evaluation of Tender:**

The tender will be evaluated in two steps. The evaluation of the tenders will be made first on the basis of qualification bid furnished in the format given in Annexure-I and documents submitted as per part A of Annexure-IV and then on the basis of commercial (Financial) bid. Qualification Bid and Commercial Bid shall be opened separately.

12. **Bid opening and Qualification Bid Evaluation:**

TERM Pune shall open the Qualification bid cover containing uploaded documents by bidders detailed as per "Annexure I" and "Part A of Annexure IV" in the presence of bidders, if any, on due date. After scrutiny and evaluation of the qualification Bids on a subsequent date, TERM Pune will shortlist those bidders who are found qualified & eligible. The tenders without documents (duly signed) as mentioned in Part A of Annexure-IV or without proper tender fees or EMD is liable to be summarily rejected. Prior to detailed evaluation, TERM Pune will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive is liable to be rejected by TERM Pune.

13. **Commercial bid opening & Evaluation:**

The commercial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in qualification bid. The date of opening of commercial Bid will be intimated later on to qualified & eligible bidders. Commercial Bids shall be evaluated to determine whether it is complete in all respect. Grand total under BoQ1 of Annex-II will be considered for evaluation of lowest bid. O/o DDG TERM Pune reserves the right to counter offer price against price quoted by bidder.

14. **Right of Acceptance:**

- 14.1 The Competent authority reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it-self to accept the lowest or any specific tender. The decision of competent authority in this regard shall be final and binding.

15. **Communication of Acceptance:**

Successful Bidder will be informed of the acceptance of his tender. TERM, Pune shall consider placement of letter of intent to those bidder whose offers have been found

technically, commercially and financially acceptable. The successful bidder shall within 7 days of issue of letter of intent, give his acceptance along with performance security in conformity with clause 16, Section – 2 of Tender document.

16. Performance Security:

- 16.1 The successful bidder will have to deposit a performance security (security deposit) within 07 days from the date of issue of letter of intent. The security deposit should be of **Rs. 1,20,000 (Rs. One lakh twenty thousand only)** in the form of Account Payee Demand Draft of any Bank drawn in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai** or a Bank Guarantee for the amount valid for the period extending at least one year beyond the date of completion of the contract. The Performance Security will not be adjusted against any payment due to the contractor.
- 16.2 The Bank Guarantee/ (Security Deposit) demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee/ (Security Deposit) demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the contractor, shall be retained until the final audit report on the account of contractor's bill has been received and examined.
- 16.3 The Performance Security will be refunded on successful completion of the contract. No interest will be payable on the Performance Security.

17. Right to vary Quantities

O/o DDG (TERM), Pune reserves the right to increase or decrease the required quantity of vehicles in AC category and in Non-AC category by 50 percent of the quantity (to be rounded off to the next higher digit) specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions

18. Penalty:

- 18.1 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of vehicle(s) from the market in the event of contractor failing to provide requisitioned vehicles, competent authority shall make deductions at double the rate of hiring rate on pro-rata basis or actual cost incurred to hire vehicle from market whichever is higher, from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the Performance Security or may be demanded from him to be paid within seven days to the credit of DoT.
- 18.2 In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

19. The near relatives of employees of this office/DoT/any other DoT units are prohibited from participation in this tender. The near relatives for this purpose are defined as:-
- (a) Members of a Hindu Undivided Family.
 - (b) Their 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) and sister's husband (brother-in-law).
20. **Breach of Terms and Conditions:**
- In case of breach of any of terms and conditions mentioned in this tender, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the Performance Security shall be encashed.
21. The tender is non transferable. Only one tender shall be submitted by one bidder.
22. **Terms of payment:**
- 22.1 No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- 22.2 All payments shall be made **online (e-payment)** or by **cheque/DD** only, in the name of the contracted agency.
- 22.3 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.
- 22.4 The term "payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding EMD and Performance Security governed by the separate clauses of the contract.
- 22.5 Monthly bills in respect of vehicles engaged shall be submitted in triplicate to the authority specified in contract along with completed Duty slips/Movement Records duly signed by the user by the 5th of the following month for payment. In case, the bills are not submitted to this office as per above schedule, this office will not take responsibility for delay in payment. It should be ensured that there is no overwriting in the Log book/Duty slips. In no case, Log Book/duty Slips without signature will be accepted for payment and if it is found so, the amount will be disallowed. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill will be paid proportionately as per terms & conditions.
- 22.6 In case of any reduction of taxes and statutory levies (if any) during the contractual period, this office shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

23. Arbitration:

- 23.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of DDG (TERM), Pune or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of DDG (TERM), Pune or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacate his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the DDG (TERM), Pune shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any appointment that arbitrator so appointed is a Government Servant or otherwise or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant, he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 23.2 The venue of the arbitration proceedings shall be at office of DDG (TERM), Pune or such other place as the arbitrator may decide.
- 23.3 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 proceeding under this clause.

24. Set Off:

- 24.1 Any sum of money due and payable to the Contractor (including Performance Security refundable to him) under the contract may be appropriated by DDG (TERM), Pune and set off the same against any claim of DDG (TERM), Pune for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Pune.
- 24.2 In the event of said Performance Security being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the contractor under this or any other contract with DDG (TERM), Pune, should this amount be insufficient to cover the said full amount.
- 24.3 Balances of total amount still recoverable, after recovery as per clause 24.2 the contractor shall pay to O/o DDG (TERM), Pune, on demand the balance amount due to O/o DDG (TERM), Pune within 07 days of the demand.

24.4 If any amount due to the O/o DDG(TERM) Pune is so set off against the said Performance Security, the contractor shall have to make good the said amount so set off to bring the Performance Security to the original value immediately by not later than 10 days.

25. Termination of contract:

25.1 In case of any default by the contractor in any of the terms and conditions (whether General or Special), DoT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days notice in writing to the contractor.

25.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

25.3 Notwithstanding anything contained herein, DOT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

26. Termination for insolvency:

This office 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.

27. 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 persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this office, the same shall be reimbursed /indemnified by the contractor.

28. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such no performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of TERM Pune as to whether the supplies have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Section - 3 SPECIFIC TERMS AND CONDITIONS

A. Vehicles

1. The vehicles will generally be required by this office for carrying Departmental Officers/Guests and staff, mostly in Pune district. However in certain occasions it may be required to take the vehicle outside Pune District. The duty timings shall be from **09:00 hrs to 19:00 hrs, from Monday to Friday**, normally, however the timings and days may vary depending on the requirements. In case, vehicle is required on Saturdays, Sundays and National holidays, that will be compensated by giving compensatory off within next 15 days.
2. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration Number is indicated in the bid. However, in case of non availability of the specified vehicles, the contractor can provide an alternative vehicle of equivalent or above status/make/model, in lieu of the assigned vehicles **within 1 hour**. But the payment will be released according to the approved rates to the contractor. A penalty up to **Rs.500/- per case** shall be imposed on the contractor in case of failure to do so.
3. The vehicle provided by the contractor must be in excellent condition, not older than 3 years (Date of First Registration with RTO not before January 2014) and must have proper documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.
4. The vehicles being sent by the contractor will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions or in the event of any mechanical failure/ breakdown of vehicle after it's reporting for duty, the contractor shall arrange for replacement by another commercial vehicle within one hour, otherwise a penalty up to **Rs.500/- per case** shall be imposed on the contractor.
5. The vehicles registered under Taxi Quota only should be provided. Private vehicles shall not be accepted and payment for such vehicles will not be made.
6. The vehicles shall meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
7. The vehicle provided must be fully and comprehensively insured.
8. The vehicle & driver provided must have all relevant documents as prescribed by relevant laws. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
9. Bidders should supply four vehicles (out of four, **bidder should have ownership of at least one commercial vehicle of required category or higher**) of model not older than January 2014 of the type as per specifications, registered in their names or in the names of the firms or leased from a third party. The list of vehicles along with photocopies of lease agreement and registration book/RC should be attached with the Qualification Bid.

10. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicles shall be rejected and no payments shall be made for the same.
11. The contractor must provide the vehicle on call basis if the written requisition is sent to him by e-mail up to 18.00 hours of the preceding day of requirement and within six days after the date of requisition in case of monthly basis.
12. Present requirement of this office is for four vehicles only.
13. In case of any conflict between the specific and general terms and conditions, the specific terms and conditions will prevail.

B. Contractor

1. The bidder must have a minimum annual turnover of **Rs. Five Lakhs in previous two years, (2014-15 & 2015-16)** to qualify. The same should be supported by proper statements certified by a registered CA.
2. The contractor should have a proper office with telephones, email and personnel to take the calls and receive communication from this office. The contractor must submit his contact details such as Landline number/ Mobile number/ Two E-mail ids (primary & secondary) along with the Agreement. All communication pertaining to the contract shall be sent to the contractor on his e-mail addresses and the contractor is bound to act upon the communication so made.
3. Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned in the tender shall result in termination of the contract immediately, with encashment of the Performance Security.
4. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
5. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Government. This office shall have no liability whatsoever in this regard and the contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
6. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by any personnel deployed by him as per this tender.
7. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
8. The work contract can be distributed among two or more parties at the sole discretion of competent authority. In case of termination of contract with one party competent authority may allot the work to other parties on the same terms and conditions and on same rates.

9. The contracting entity should be registered and should furnish a copy of registration certificate in support thereof.
10. Only such bidders may apply whose vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such vehicles are to be operated.
11. The contractor must supply well trained drivers.
12. In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder or third lowest bidder depending on the situation. In such cases, no payments (pending or future) shall be released against the original contract.
13. Statutory Requirements - It is necessary to have the Registration with Service Tax, PAN etc.
14. The contractor should abide by the provisions of:-
 - I. Contract labour Act-1970
 - II. The payment of wages Act-1936
 - III. The payment of minimum wages Act-1948
 - IV. Workman compensation Act-1923
 - V. Employment liability Act
 - VI. Group Insurance Act
 - VII. Any other act/rule/law of the state which is applicable
15. All Government Tax /Levy/Duty will be borne by the contractor.

C. Drivers

1. The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars, valid driving license and also having proper uniforms and name badge.
2. The drivers should be residents of Pune and also be equipped with Mobile phone.
3. No charges will be given for lunch/tea of the driver.
4. Drivers of each vehicle requisitioned by this office will report to the respective officers to which the vehicles are allotted. In case, the officer is on leave /on tour, the driver should report to the officer in the O/o DDG(TERM) Pune, specially nominated for this purpose.
5. Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.
6. The driver will do the maintenance work, re-fueling etc. on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

7. The driver must be punctual and arrive on specified time on specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
8. Drivers must not use their mobile phones or stop for personal works while driving. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
9. Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
10. The personnel engaged by the contractor are subject to security check by the security Staff at any time.
11. The drivers may be asked to do overtime and may be called on holidays/weekends and at 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 to perform duty or is unable to do so. Violations shall attract deductions at double the rate of hiring rate on pro-rata basis or actual cost incurred to hire vehicle from market whichever is higher.
12. In case of night halt, only the night halt charges will be paid but the time from 9:00 PM to morning 7:00 AM will not be counted for duty hours.
13. Attested copy of driver's driving licenses should be submitted during the contractual period.

D. Meter Reading

1. Meter reading will start/close from the point of pickup to the point of drop. Extra 5 KMs or the distance from garage to pick up/drop point, whichever is less shall be added as distance to the garage (maximum 10 KMs per day of duty). Minimum fixed KMs shall be 1500 Km per month. If the vehicle is not called on any day due to any reasons, the total KMs for that day will be treated as 0 (Zero).
2. The drivers of the vehicle will maintain log book, in the format supplied by this office, in respect of each car. The entries in the log book must be got certified by the officer himself on the basis of daily duty slip.
3. Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.
4. The tampering of meter reading, vehicle usage timings, overwriting of log book, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the Performance Security.

5. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the Performance Security.
6. Unused KMs if any during a particular month will be carried over to the subsequent **three** months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is to be given with the body of bill while submitting claim for payment.

E. Prices and Payments

1. Payment of bills would take about three to four weeks time on an average. No advance payment shall be made under any circumstances.
2. **Fuel (Diesel) rate increase compensation amount:** The Fuel (Diesel) rate increase compensation will be provided. The rates of diesel on the date of contract will be recorded. Based on the rates of diesel on the first date of calendar month the compensation amount will be calculated. For this purpose, it will be compulsory to produce the receipt of diesel refill for that particular vehicle only from any of the CPSU petrol pump like HP, IOC, BP. If the receipt of fuel refill on the first day of month is not produced along with the bill, then the benefit of Fuel (Diesel) rate increase will not be given. The additional amount to be paid on account of "Fuel (Diesel) rate increase" for a particular month will be done as per the following formula:

Amount = (A x B)/20 Where

A= Increase in rates of fuel in completed rupees as on first date of month as compared to the date of contract)

B= Total completed KM during the Month

For example:

If the rate of fuel on the date of contract (Say 01/06/2015) is Rs. 39.03 per Litre, and the rate of fuel **on first date of any month** (Say 01/12/2015) is Rs. 43.97. Total KM run in any particular month (Say December 2015) is 1619 KM.

As (43.97-39.03=4.94), but A will be taken as 4 only as "increase in rates of fuel in completed rupees as on first date of month completed".

Then the Fuel rate increase compensation for the month of December 2015 will be:

Fuel rate increase compensation= (4x1619)/20 = Rs. 323.80

In case of any dispute in calculating the amount for fuel rate increase compensation, the decision of DDG (TERM), Pune shall be final and binding.

3. In case where the cars fitted with AC system are supplied against requisition of non AC cars, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.
4. Parking charges and toll tax shall be paid extra as per actual on production of documentary evidence.

5. The bill in triplicate along with duty slips/ log book duly signed by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the contractor duly receipted.

ANNEXURE-I

QUALIFICATION BID *(To be uploaded)*

1. Name of bidder (*Attach certificate of registration*):
2. Name of proprietor/Director /Owner:
3. Full Address of Registered Office:

Telephone No:	Fax No:	E-Mail Address:
---------------	---------	-----------------
4. Full address of Operating/ Branch Office

Telephone No:	Fax No:	E-Mail Address:
---------------	---------	-----------------
5. Banker of bidder with full address & telephone number (*Attach copy of bank A/c statement duly certified by bank for the last two quarters*):
6. PAN / GIR No. (*Attach attested copy*):
7. Service Tax Registration No. (*Attach attested copy*):
8. Registration Numbers of vehicles to be supplied (*One Swift Dzire or equivalent and three Indica or equivalent*):
(*Photocopies of registration book/Lease Agreement should be attached. Out of four, bidder should have ownership of at least one commercial vehicle of required category or higher*)
1. _____ 2. _____ 3. _____ 4. _____
9. Financial turnover of the Bidder along with profit and loss account statement for the last 2 Financial Years (*Attach separate sheet if space provided is insufficient*):

Financial Year	Amount (Rs. Lacs)	Financial Year	Amount (Rs. Lacs)
2014-2015:		2015-2016	
10. Give details of the major similar contracts handled by the Bidder in any other PSUs and/or Government Departments/Reputed Companies (with their contact details) during the last two years in the following format. Attested copies of work orders may also be attached (*if the space provided is insufficient, a separate sheet may be attached*):

S.No.	Name of Organisation	Year of Contract	Amount of Contract	Duration of Contract
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11. Details of Earnest Money Deposit (Amount, DD number, Bank details):

Signature & seal of authorized person

Date:

Name:

Place:

ANNEXURE-II

COMMERCIAL BID/BoQ (To be entered on line)

1. Name of the Bidder:
2. **Service:** Provision of hired vehicles for the office of DDG (TERM) Pune - One Swift DZire (AC) or its equivalent and Three Indica (Non AC) or its equivalent

BoQ1

S. No.	Description	Charges in Rs. (for one Swift DZire AC or its equivalent) (In Figures)	Charges in Rs. (for one Indica Non-AC or its equivalent) (In Figures)
1	Monthly Rate (For 1500 Km per month, 10 hrs a day)		
2	Service tax, if any (at prevailing rates)		

BoQ2

S. No.	Description	Charges in Rs. (for Swift DZire AC or its equivalent)
1	Rate for Extra per Km, (over 1500 Km per month) in Rs. Per Km	
2	Rate for Extra hours (per hour) over and above 10 hrs duty per day in Rs./hour.	
3	Rate for Outstation Night Halt charges(In Rs per Night)	
4	Rate per vehicle on call basis (up to 80 km/day, 10 hours/day)	

BoQ3

S. No.	Description	Charges in Rs. (for Indica Non AC or its equivalent)
1	Rate for Extra per Km, (over 1500 Km per month) in Rs. Per Km	
2	Rate for Extra hours (per hour) over and above 10 hrs duty per day in Rs./hour.	
3	Rate for Outstation Night Halt charges(In Rs per Night)	
4	Rate per vehicle on call basis (up to 80 km/day, 10 hours/day)	

- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
- Grand total under BoQ1 will be considered for evaluation of lowest bid.
- Prices quoted under BoQ2 & BoQ3 of Annexure II will not be considered for the purpose of Commercial bid evaluation. However these prices can be negotiated during tender finalization.
- The price quoted should be clear and legible.

ANNEXURE-III

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____
Proprietor /Director/authorized signatory of the agency/Firm, mentioned above, is
competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information / documents furnished along with this tender 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.
4. In case at any stage, it is found that the information given by me is false/incorrect,
O/o DDG (TERM), Pune shall have the absolute right to take any action as deemed
fit, without any prior notice to me.

Date:
Place:

Signature of authorized person
Name:
Seal:

ANNEXURE-V
ANNEXURE-IV

ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.

A) Qualification Bid should have documents in following order:

1. DD for Document fee;
2. DD for Earnest money deposit;
3. Qualification Bid in format as per Annexure-I;
4. Attested copy of Registration certificate of the company/firm/partnership etc;
5. **Copy of Bank A/c statement duly certified by bank for the last two quarters ;**
6. Document Certified by chartered accountant, in support of financial turnover of the agency along with profit and loss account statement for past 2 years (2014-2015 & 2015-2016);
7. Work experience / Work order of similar work during the past 2 years;
8. Attested copy of PAN / GIR Card;
9. Attested copy of the IT return filed for the last two financial years;
10. Attested copy of Service Tax registration certificate;
11. Attested copies of registration books of the vehicles quoted;
12. Lease Agreements for vehicles quoted (if vehicles are not owned by the bidder);
13. Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
14. Declaration as per Annexure-III;
15. Declaration as per Annexure VIII that commercial vehicle of model not older than January 2014 will be supplied;
16. Declaration as per Annexure IX regarding no relative working in DOT;
17. Declaration as per Annexure X regarding non-tampering of tender document in cases of downloaded tender;
18. Declaration as per Annexure XI about blacklist/Debaring;
19. Declaration as per Annexure XII for Pre receipt for refund of earnest money

B) Commercial Bid (Annexure-II).

ANNEXURE-V
Performance Security Bond Form

In consideration of the president of India (hereinafter called 'the Government') acting through the DDG(TERM)Pune, having agreed to exempt.....(hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an..... For the supply of(hereinafter called' the said Agreement'), of said Agreement, on Production of a bank guarantee forwe, (Name of the bank).....(hereinafter referred to as 'the Bank') at the request of.....contractor(s) do hereby undertake to pay to the Government an amount not exceeding..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractors(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.

4. We (name of the bank)..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(office/department) Ministry of certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

We (name of the bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated theday ofFor.....(indicate the name of the bank)

Witness:-

Telephone No(s):

STD Code:

FAX No:

E-mail Address:

ANNEXURE-VI

Letter of Authorization for Attending Bid Opening

Subject: - Authorization for attending bid opening on..... (date) of the tender for providing Services of Hired Vehicles for the office of DDG (TERM) Pune,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (bidder) in order of preference given below:-

Order of preference	Name	Specimen signature
1		
2 (Alternate Representative)		

.....

Signatures of bidder

or

the person authorized to sign the bid documents on behalf of the bidder.

Note

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

ANNEXURE -VII

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of _____ between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Shri _____ AND Department of Telecommunication (herein after called DoT whose term includes its successors and assignees) whose registered office is situated at Sanchar Bhavan, New Delhi and acting through its authorized official Shri _____, at O/o DDG TERM at Pune. The Contractor will provide Commercial vehicles on hire basis for O/o DDG TERM PUNE for official use on the terms and conditions herein contained, and rates as mentioned in Appendix-I to the agreement. The "Contractor" has deposited Rs. _____ (Rs. _____) as interest free Performance Security (security Deposit).

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings:

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than January 2014 - year model, on the rates accepted as described in schedule vide Appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by DoT.
2. The Contractor shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following:
3. The authorities of DoT indicated in Appendix-I to this agreement shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with DoT and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to DoT not older than three year (not earlier than January 2014 model) and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Contractor.

6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. DoT reserves the right to substitute it with another similar vehicle. If for any reason whatsoever DoT is not satisfied with the condition of the vehicle provided, cleanliness, maintenance, behavior of driver etc., the Contractor's office will be informed immediately and they should accept the liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by DoT then DoT 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 Contractor.
7. Contractor will submit bills to the O/o DDG (TERM), Pune on monthly basis for release of payment by O/o DDG (TERM), Pune.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time KMs reading and places visited are to be filled in and signed by the users/ DoT officials. On the basis of these duty slips, the bills shall be raised to DoT by the Contractor. Meter reading will start/close from the point of pickup to the point of drop. Extra 5 KMs or the distance from garage to pick up/drop point, whichever is less shall be added as distance to the garage (maximum 10 KMs per day of duty). Minimum fixed KMs shall be 1500 Km per month. If the vehicle is not called on any day due to any reasons, the total KMs for that day will be treated as 0 (Zero).
9. If the Contractor fails to provide the vehicle to DoT or if the service is not found satisfactory, DoT shall have the right to terminate the contract in whole or part as per clause 25 of Section 2 of Tender Document.
10. In the event of any mechanical failure/ breakdown of vehicle after it's reporting for duty, the Contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per clause A.4 of Section 3 of Tender Document.
11. The Contractor will indemnify DoT against any claims arising out of any accident resulting in loss or damage to property or life. DoT shall have no liability whatsoever.
12. The Tender Document No TERM/Pune/ACCT-17/Tenders/HiredVehicle/2017-18 Dated 01/05/2017, shall form integral part and parcel of this Agreement.
13. That Contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Contractor. DoT will not be liable for any loss, damages, etc. suffered/ to be suffered by Contractor or third party as the case may be.
14. If for any reason DoT is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by DoT regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
15. The Contractor shall also be liable for all fines, penalties on parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and the Contractor accordingly indemnifies DoT against all such liability.

16. The Contractor will ensure that they will not supply the vehicles to DoT which are either owned by employees of DoT or their near relatives as defined in Company Act 1956 and Annexure IX of the tender documents.

17. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of DDG (TERM), Pune or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of DDG (TERM), Pune or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacate his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the DDG (TERM), Pune shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any appointment that arbitrator so appointed is a Government Servant or otherwise or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant, he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof. The venue of the arbitration proceedings shall be at office of DDG (TERM), Pune or such other place as the arbitrator may decide. 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 proceeding under this clause.

18. If the Contractor institutes any legal proceedings against DoT to enforce any of its rights under this agreement it shall be in the legal jurisdiction of DoT where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____

Signed _____

For and on behalf of DoT

For and on behalf of the Contractor

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

In the presence of Witnesses

1.

2.

ANNEXURE - VIII

DECLARATION

"I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. TERM/Pune/Acct-17/Tender/Hired vehicle/2017-18 Dated: 01/05/2017 in detail and agree to the rates submitted by me/us in the Commercial bid and I/We agree in full".

"I / We Declare that I/We will be supplying commercial vehicle of Model not older than January 2014".

"I / We Declare that I/We do have the ownership of at least one commercial vehicle of required category or higher of Model not older than January 2014" The detail of vehicle is given below and necessary documents are enclosed.

1) Signature of the bidder : _____
Full Name in Block Letters : _____
Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____
Res. _____

3) Detail of ownership of vehicle (Enclose supporting document), if any

Make:

Model:

Registration Number:

ANNEXURE - IX

DECLARATION REGARDING NEAR RELATIVES WORKING IN DoT/any other unit of DoT

I/ We declare :-

1. That I or any of my partners am/is neither working in any capacity anywhere in DoT/any other unit of DoT, nor am/is removed/dismissed from service of DoT/any other unit of DoT.
2. That none of my near relatives are working in any capacity in DoT/any other unit of DoT nor am/is removed/dismissed from service of DoT/any other unit of DoT.

Or

The details of my near relatives working in DoT/any other unit of DoT are as under:

S. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the O/o DDG (TERM), Pune immediately.
4. i) That I/We shall intimate the names of persons working in DoT related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of either any unit of DoT/any other unit of DoT.
5. That I/ We am/are aware that any breach of the condition would render the bid/contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our EMD/Performance Security held by O/o DDG(TERM), Pune.
6. If at any time, it is found that the information given is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the Performance Security shall be forfeited and legal actions shall be initiated without any prejudice to the rights of the O/o DDG (TERM), Pune to debar the entity from entering into future contracts.

Place : Signature :

Date: Name:

(Capacity in which person is signing)-----

Note: The term “relatives” means wife/husband/parents and grandparents/children/grand children/brothers/sister/uncles/aunts/cousins and their corresponding in-laws.

ANNEXURE - X

DECLARATION

I / We declare that :-

Proprietor/ Partner(s)/ Director(s) of M/s. -----

hereby declare that I/We have not tampered the tender document No.

TERM/Pune/Acct-17/Tender/Hired vehicle/2017-18 Dated: 01/05/2017

downloaded from the website www.dot.gov.in or www.eprocure.gov.in

Signature -----

Name -----

Name & address of the firm: -----

ANNEXURE - XI

**DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN GOVERNMENT
TENDER BY DoT/GOVERNMENT DEPARTMENT**

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

Or

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

In case the above information is found false, I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG (TERM), Pune, and EMD/Performance Security shall be forfeited. In addition, O/o DDG (TERM), Pune will not be responsible to pay the bills for any completed / partially completed work.

Date:

Signature -----

Name -----

Capacity in which as signed -----

Name & address of the firm: -----

Seal of the firm should be affixed.

ANNEXURE – XII

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Received with thanks from Communication Accounts Officer, O/o CCA, Maharashtra Telecom Circle, Mumbai a sum of Rs. ----- /- (Rs -----) only, towards refund of Earnest Money Deposit paid for participating in Tender No: TERM/Pune/Acct-17/Tender/Hired vehicle/2017-18 Dated: 01/05/2017

Date:

Signature of Bidder

Pune:

(Affix one Rupee revenue stamp)

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

Name & Address: _____

Appendix – I

DEPARTMENT OF TELECOMMUNICATION

O/o DDG TERM Pune, DoT at Pune

(Part of Agreement for vehicle hire)

Period of contract:- ONE YEAR

S. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model	Monthly Contracted KMs
1.	O/o DDG TERM PUNE,CT O Compound, DoT, MOC	CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001	4	To be filled at the time of signing of agreement	One Swift DZire AC (or its equivalent) and Three Tata Indica (or its equivalent)) Non AC	Not older than January 2014	1500 Per Vehicle

Signed _____
(on behalf of DoT)

Signature of the contractor

Name _____

Name

Designation _____

Seal

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement / e- tender portal is a prerequisite for e-tendering.

ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/ true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their use ID/password chosen during enrolment/registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudhra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidders and should ensure safety of the same.

vi) Contactor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he / she is interested.

vii) After downloading/getting the tender document/ Annexures / Appendices, the bidder should go through them carefully and then submit the documents as asked , otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e-Token/Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.

xi) From my tender folder , he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for, otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

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

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

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

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

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

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

xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of

contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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

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

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

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

xxv)The time settings fixed in the sever side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in e-tender system. The bidders should follow this time during bid submission.

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

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

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

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

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

_____ End of Document _____