



GOVERNMENT OF INDIA

MINISTRY OF COMMUNICATIONS & IT

DEPARTMENT OF TELECOMMUNICATIONS

O/O DEPUTY DIRECTOR GENERAL

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, ASSAM,
GUWAHATI

BID DOCUMENT

TENDER DOCUMENT FOR HIRING OF COMMERCIAL VEHICLE

FOR

O/o THE DEPUTY DIRECTOR GENERAL

TELECOM ENFORCEMENT RESOURCES & MONITORING CELL, ASSAM

Tender No: TERM.AS/G-8/12-13/Tender/Vehicle-Hire/Vol-III Dated: 22 .03.2013

Total No. of Pages - 29 (Twenty Nine including cover page)

Price Rs. 200/-

DEPARTMENT OF TELECOMMUNICATIONS
O/O THE DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, ASSAM
NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of the President of India for hiring two non A/C, Diesel driven, commercial registered vehicles, not older than Jan' 2009 model from the prospective contractors who can supply Commercial VEHICLES for TERM office of DoT, Assam.

Sr. No.	Activity Description	Time Schedule
1	Tender No.	Tender No: TERM.AS/G-8/12-13/Tender/Vehicle-Hire/Vol-III Dated: 22.03.2013
2	Time and last date of issue of Bid Document	Between 11:00 Hours and 16:00 Hours on all working days from 25 .03.2013 to 10.04.2013.
3	Time and last date of depositing tender / Bid	15:00 Hours of 11.04.2013
4	Time and Date of Opening of Tender / Bid	15:30 Hours of 11.04.2013
5	Minimum Validity of tender offer	90 days from the date of Opening
6	Services to be offered	Hiring of Light Commercial Vehicles / Cars including Driver and fuel
7	Estimated cost of tender	Rs 5,50,000/-

Intending eligible bidders may obtain Bid Document from O/o the DDG, TERM Cell, Assam, 9th Floor,

BSNL Bhawan, Pan Bazar, Assam 781001 , on payment of **Rs. 200/-** (Rs. Two Hundreds only) (non refundable) through a crossed Demand Draft drawn on any Nationalized Bank payable at Guwahati, Assam in favour of **“CAO, O/o CCA, Assam”** on any working day (i. e. Monday to Friday from 11:00 Hrs. to 16:00 Hrs) till 10.04.2013

Tender document can also be downloaded from the website www.dot.gov.in. The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender document (i.e. Rs 200.00 only) in the form of DD in favour of Communication Accounts Officer, O/o CCA, Assam Telecom circle is to be enclosed along with declaration of non-tampering of document as per format in Annexure VI of the tender document, requisite Bid security & other documents, failing which the tender will be out rightly rejected.

ADG (TERM)

O/o DDG (TERM), AS, Guwahati

Ph: - 0361-2734111

SECTION - I

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should own either self or on lease minimum one Vehicles and others may be hired with submission of agreement to be produced along with the bid (not older than 1.1.2009) as Listed or shall have vehicles (1.1.2009) on lease contract with their owners.
- b) The bidder shall submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 1.1.2009.
- c) The bidder should have at least one year experience certificate of satisfactory performance in similar services preferably with Central Govt./state Govt./Public sector.
- d) The bidder shall be registered for service Tax, Income Tax, Registrar of company.

2. Documents required to be submitted along with the bid

The bidder shall furnish the following documents along with the bid:

- a. Document showing proof of ownership in case of own vehicle or in case of lease/hold vehicles a power of Attorney/Affidavit, authorizing the bidders to use the vehicle for hiring on stamp paper duly notarised.
- b. Declaration that firm shall be able to supply vehicles in taxi category.
- c. The bidder shall furnish the particulars of the past performance with supporting documents (One year experience Certificate).
- d. Bid Security of required amount in form of Demand Draft/Bank Guarantee.
- e. Valid Service TAX Registration Certificate.

- f. Latest Income TAX return along with copy of PAN card.
- g. Registration with registrar of the company includes partnership deed or article / Memorandum of Association as the case may be or an affidavit stating that it is a proprietary concern.
- h. Certificate of Near Relative not working in DoT as per Annex III.
- i. Declaration of Non Tampering of Document in case of Downloaded Tender from website (Annexure VI).
- j. Declaration of non Black listing (Annexure VII)

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. **All the pages of the tender document and certificates shall be duly signed by the bidder failing which may result in rejection of the Bid.**

3. Packing Bid Documents:

- a) Tender should be submitted in **two covers**; **One** super scribing "Technical Bid" and **Second** "Financial Bid" and both the envelopes are in turn be put in another envelope and this envelope should be superscripted prominently as "**TENDER FOR HIRING OF COMMERCIAL VEHICLES**". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.
- b) Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.30 Hrs on 11.04.2013. Only Technical Bids of the Tenders received will be opened on that day. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Technical Bids Form**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- c) Financial Bid of the selected bidders only will be opened.

- d) Bidder shall furnish the documents as per **Technical Bid Form**.
- e) Rates should be quoted as per the schedule of Rates at **Section IV** and should be enclosed to **Financial Bid Form**. The format of Financial Bid Form should not be changed in any manner. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

5. Bid Price

- I. The supplier shall quote in original price schedule attached along with bid document for type of vehicle given in the "Services to be provided".
- II. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet is required to be signed by the bidder otherwise tender may be rejected summarily.
- III. The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- IV. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD)

- 6.1 The bidder must deposit **Rs 11000/-** (Rupees Eleven Thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Bank Guarantee / DD from any

nationalized bank payable at Guwahati in favour of CAO, O/o CCA, Assam Telecom Circle valid for 90 days from the date of tender opening.

6.2 The successful bidder's bid security will be discharged/refunded upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 10 of Section I and after furnishing the performance security.

6.3 The bid security may be forfeited

- a) If the bidder withdraws his bid during the period of validity specified by the bidder in the bid form.
- b) If the successful bidder fails to sign contract within a week excluding Sundays and national holidays of the issue of letter of intent.
- c) If the successful bidder fails to furnish performance security in accordance with Clause 10 of Section I.
- d) A bid not secured in accordance with clause 5 shall be rejected by the DDG (TERM), Assam as non-responsive and returned to the bidder.

6.4 The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

- a. The bids should be duly sealed and addressed to ADG(TERM) O/O DDG, TERM Cell, Assam, and dropped in the Tender Box provided in the O/o DDG, TERM Cell, Assam, 9th Floor, BSNL Bhawan, Pan Bazar, Guwahati, Assam 781001 , on or before 15:00 hours of the due date i.e. 11 .04.2013.
- b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized Representative who wish to be present at the time of opening of bids on due date at their own cost. Letter of authorisation for attending bid opening by representative (Annexure IV) should reach O/o DDG, TRM Cell, Assam on or before the tender opening date i.e. 11.04.2013 or shall be carried by representative on the bid opening date.
- b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail.
- c. TERM Cell, Assam shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges (excluding of service tax) as indicated in the Schedule of Rates in Section IV and Evaluation of the bid as per Section V.
- d. DDG (TERM), Assam reserves right to counter offer price against price quoted by the bidder.

10. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to Rs.55,000/- (Rs. Fifty Five thousand only) within 10 days of conveying DDG (TERM)'s intention for accepting the bid as Performance Security.

- b. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure V of the bid document. The Bid security of the successful bidder will be refunded upon receipt of Performance Security of correct amount and in prescribed format from the successful bidder.

- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for DDG (TERM), Assam to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Award of Contract

DDG (TERM), Assam shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of the issue of the letter of intent give his acceptance and sign agreement with DDG (TERM), Assam.

12. Right to vary Quantities

DDG (TERM), Assam reserves the right to increase or decrease the required quantity by one vehicle of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.

13. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

14. 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 DDG (TERM), Assam may make the award to any other bidder at the discretion of DDG (TERM), Assam or call for new bids.

15. Right to Accept or Reject

DDG (TERM), Assam shall reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

16. Termination of Contract

16.1 DDG (TERM), Assam 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 DDG (TERM), Assam.
- b) If the contractor fails to perform any other obligations under the contract Agreement.

16.2 DDG (TERM), Assam may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

16.3 Notwithstanding anything contained herein, DDG (TERM), Assam also reserves the right to terminate the contract at any time or stage during the period of contract, without assigning any reason and without incurring any financial liability to the service provider/contractor.

17. Termination for Insolvency

DDG (TERM), Assam may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

18. Miscellaneous Conditions:

18.1 DDG (TERM), Assam reserves the right to counter offer price against price quoted by the bidder.

18.2 DDG (TERM), Assam reserves the right to disqualify such bidders for one year who fails to honour their bid.

19. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of DDG (TERM), Assam 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.

20. Arbitration

20.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG(TERM), Assam, In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the DDG(TERM), Assam or by whatever designation such officer may be called (herein after referred to as the said officer) and if the DDG(TERM), Assam or the said officer is unable or unwilling to act as such , than to the sole arbitration of

some other person appointed by the DDG(TERM), Assam or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

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

20.3 The venue of the arbitration proceeding shall be the office of O/o DDG (TERM), Assam at Guwahati or such other place as the arbitrator may decide.

21. **Set-Off (Recovery of Sum Due):** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by DDG (TERM), Assam and set-off the same against any claim of DDG (TERM) for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Assam.

22. Terms of Payment

Payment shall be made within 15 days from the date of receipt of bill in the O/o DDG (TERM), Assam. Monthly bills shall be submitted in duplicate to the officer-in-charge, O/o DDG (TERM), Assam, Guwahati along with the copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

24. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for the One year / part thereof will be considered on the same rates, terms and conditions.

SECTION II

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. DDG (TERM), Assam, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall DDG (TERM), Assam assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible. The bidder should have at least one Vehicle (not older than 1.1.2009) registered as Commercial vehicle or the bidder should own either self or on lease minimum one Vehicles (not older than 1.1.2009) as Listed or shall have vehicles (not older than 1.1.2009) on lease contract with their owners.
6. The near relatives of all employees working in the Department of Telecommunications 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) husband (brother-in-law).
7. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. DDG (TERM), Assam shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to DDG(TERM), Assam have to be suitably compensated by contractor.

8. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, DDG(TERM), Assam will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
9. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to DDG (TERM), Assam as and when demanded.
10. Change of commercial vehicle of same type and model (not older than 1.1.2009) will be allowed on written request and approval of controlling officer.
11. The vehicle may be used any where in the territorial jurisdiction of Assam Telecom Circle.
12. TDS applicable will be deducted from the payable amount of the bill.
13. The time and distance in respect of vehicles hired will commence and terminate from the time & place of reporting to the time & place of release. For this purpose, the kilometre reading as well as the time will be recorded by the officer in the duty slip at the time of reporting and releasing the vehicle. The distance covered in each way from garage to place of reporting will be allowed on actual basis or 5 KMs which ever is less.
14. The contractor shall abide with all local/municipal/state/central laws and regulations.
15. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the officers of TERM Cell, Assam to contact them as and when required, during the period of the contract.
16. Payment of all kinds of Government taxes or duties for supplying vehicles in Assam will be the liability of the contractor.
17. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the DDG (TERM), Assam.
18. The Service provider/contractor shall not engage any person below the age of 18 years for driving purpose.
19. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. All seat covers and curtains are to be cleaned periodically at least once in every week. Vehicles so hired may be inspected time to time by any officer of TERM, Assam authorized by DDG (TERM), Assam.

SECTION III

SERVICES TO BE PROVIDED

1. **Service:** Provision of commercial vehicles with licensed drivers, registered commercial vehicles on hiring basis for running in Assam including cost of fuel.
2. **Contract Period:** Under normal circumstances the contract shall be valid for a period of one year from date of signing of agreement and may be extended up to one year beyond contractual period if agreed by the contractor and the DDG (TERM), Assam on the same rates, terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is **2 (TWO)**. However it should be clearly noted that DDG (TERM), Assam shall place the order only as per the actual requirement from time to time.
4. **Duty hours:** Ten hours per day for six days per week. Weekly off will be given. The actual duty hours shall be specified by users of vehicles. Charges for extra duty will be provided when applicable.
5.
 - a. **Reporting Place:** Any place within the jurisdiction of the Office of DDG (TERM), Assam. Actual place of reporting shall be specified by users of vehicles.
 - b. **Jurisdiction:** Vehicle shall be required to run to any station within the territorial jurisdiction of Assam.
6. **Counting of Distance:** The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms whichever is less.
7. **Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter for its correctness and to take action to recover the actual loss to the DDG (TERM), Assam.

8. Penalties:

- I. In case of break down, vehicles have to be replaced by other immediately or within not more than one hour. In case of non availability of suitable vehicle as referred in General Terms and Conditions a penalty up to Rs. 500/- per occasion may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 700/- per break down shall be imposed.
- II. In case of non-availability of vehicles penalty of Rs.700/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- III. In case of non- availability of vehicles during extra hours Penalty of Rs.500/- per occasion shall be imposed.
- IV. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to the DDG (TERM), Assam as deems fit.

10. Special:

- I. Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.
- II. Payment of any Govt. Tax including service tax or duty for playing the vehicles in the service area will be liability of contractor.
- III. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.

SECTION IV

SCHEDULE OF RATES

1. A. For Indica or equivalent (Non A/C, Diesel driven except Maruti 800 & Maruti Van):
(Scheduled Works) Monthly KM hire slab:

S.N.	Items	Rate in Words	Rate in Figures
1	Rate for first 1000 Kms per Month.		
2	Rate beyond 1000 Kms	Rs.....per Km	Rs.....per Km
3	Outstation night halt charges	Rs.....per night	Rs.....per night
4	Extra Hours	Rs..... per hour	Rs..... per hour

Note:

1. Rates should be inclusive of all taxes/duties (Central, State, and Municipal) excluding service tax.
2. Service Tax will be paid extra as per applicable rules.

Signature of the Bidder:

Name of the Bidder:

Date:

SECTION V**EVALUATION FORMULA:**

Sr.No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1000 Kms per month	1	
2	Rate beyond first 1000 Kms	100 kms	
3	Outstation night halt charges	1	
4	Extra hours	20 Hours	
		Total Evaluated Cost	

Total Cost of Bid:

SECTION VI

FINANCIAL BID FORM

Tender No: TERM.AS/G-8/12-13/Tender/Vehicle-Hire/Vol-III Dated: 22 .03.2013

To,
ADG (TERM)
O/o DDG (TERM), Assam
Guwahati

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.
2. We undertake, to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to a sum of Rs. 55000/- (Rs. Fifty Five Thousand) in form of DD within 10 days from the date of receipt of intimation of acceptance of the bid by the DDG, TERM, Assam, as Performance security for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

Dated thisDay of 20...

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature

SECTION VII

BID SECURITY BOND

(Format of Bank Guarantee for EMD)

Whereas (Hereinafter called "the Bidder") has submitted its bid dated for hiring contract of commercial vehicles Tender No: TERM.AS/G-8/12-13/Tender/Vehicle-Hire/Vol-III Dated: 22.03.2013 KNOW ALL MEN by these Presents that We of having our registered office at (herein after called "the bank") are bound unto... DDG (TERM), AS, Guwahati, in the sum of Rs 11000.00 (Rupees Eleven Thousand Only) for which payment will and truly to be made the bank binds itself, its successors and assigns by these presents.

THE Conditions of the obligation are:

- 1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
- 2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a) Fails or refuses to execute the Contract, if required, or
 - b) Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to CAO O/o CCA Assam Telecom Circle, 5th Floor, BSNL Bhawan, Assam up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand ADG (TERM) O/o DDG, TERM, AS will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 6.1 of Section I of the bid document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

	Signature of Bank
	Name
	Signed in the Capacity of
Signature of Witness	Full Address of Branch
Name of Witness	Tel. No. of Branch
Address of Witness	Fax No. of Branch
Signature of Bidder	

Annexure I

DECLARATION

"I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. Tender No: TERM.AS/G-8/12-13/Tender/Vehicle-Hire/Vol-III Dated: 22 .03.2013 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full".

1) Signature of the Party: _____

Full Name in Block Letters _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____

Res. _____

Annexure II

BIO DATA OF THE PARTY

1) Name & Address of Firm/Party: _____

Telephone Number (O) _____

(R) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed _____

Should invariably be attached) _____

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

6) Reference Number of Tender Offer of the Firm/party _____

Annexure III

CERTIFICATE

I _____, S/o _____, R/o _____

_____ hereby certify that none of my relative(s) as Defined in Section- II Clause 6 of tender document is/are employed in O/o DDG (TERM), Assam, Guwahati unit of DOT as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DDG (TERM), Assam shall have the absolute right to take any action as deemed fit, without any prior information to me.

Signature _____

(For and on behalf of the contractor)

Name _____

Place _____

Date _____

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o DDG (TERM), Assam on or before date of bid opening)

To,

DDG (TERM), Assam

Assam

Sub: Authorisation for attending bid opening on _____ (date) in the

tender of _____.

Following person is authorised to attend the bid opening for the tender mentioned above on behalf of

_____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorisation as prescribed above is not received.

Annexure V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General, DoT, Assam (hereinafter called DDG(TERM) Assam having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfilment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to DDG(TERM), Assam, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG(TERM), Assam, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM), Assam stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG(TERM), Assam, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM), Assam in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.
3. We undertake to pay to the DDG(TERM), Assam, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any

court or tribunal relating there to 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 there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of in form of Annexure IV from date herein and further agree to extend the same from time to time (**one year sixty days after**) so that it shall continue to be enforceable till all the dues of the DDG(TERM), Assam under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Assam certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with the DDG (TERM), Assam that the DDG(TERM), Assam shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM), Assam, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of DDG(TERM), Assam, or any indulgence by the DDG(TERM), Assam, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).

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

Dated: _____

For _____

(Indicating the name of the Bank)

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

Annexure VI

I/we declare that:

Proprietor/Partner(s)/Director(s) of M/s ----- hereby declare that I/we has/have not tampered the Tender document vide Tender No:----- downloaded from website www.dot.gov.in.

Signature

Name

Name and Address of Firm

ANNEXURE-VII

DECLARATION REGARDING BLACKLISTING / DEBARRING

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

I / We Proprietor / Partner (s) Director (s) of M/S. -----

Hereby declare that the firm / company namely M/S.-----
-----has not been blacklisted or debarred in the past by DOT 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 DOT, Govt.Dept. from taking part in Government tenders for a period of
----- years w.e.f.-----.

The period is over on ----- and now the firm/ company is entitled to take part in Government tenders.

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

In addition to the above, DDG (TERM) Assam, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which assigned: -----

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

Seal of the firm should be Affixed

Date:

Signature of Bidder with seal