

No.1-4/2011 - CR
Government of India
Ministry of Communications and IT
Department of Telecom

TENDER NOTICE

2/9/2011

Department of Telecommunications intends to hire DLY Taxis [AC/Non-AC] to meet its day-to-day requirements for a period of one year. Vehicles may be engaged both on monthly basis as well as on km/hour/daily basis as per requirement.

2. Make-wise requirement of the vehicles shall be as under:

Model and make	Projected requirement (*)
Indigo [AC]	17
Maruti SX4/Hyundai Accent/Ford Ikon/Innova [AC]	3
Indica/Maruti Zen/Wagon R [Non-AC]	2

(*) the above is only an indicative number and may vary from time to time.

3. The bids are to be sent in two parts – one sealed envelope superscribed as ‘**Technical Bid**’ giving details in the format as per Annexure-I and Check List [Annexure III] and the second sealed envelope superscribed as ‘**Financial Bid**’ in the format at Annexure II. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing ‘**Technical Bid**’ and ‘**Financial Bid**’) which in turn are to be placed in one sealed cover superscribed as ‘**Bid for Hiring DLY Taxis for Department of Telecom**’. The bids of all the parties whose price bid is not in a separate sealed cover or the rates quoted by them find mention in their technical bid shall be rejected forthwith. All the information sought under the head ‘**Terms and Conditions**’ and ‘**Other information to be supplied**’ is to be given in Technical Bid while price quoted for the same will have to be mentioned only in the Price Bid. The Price Bids of only those parties shall be opened whose Technical Bids are found to be eligible while the disqualified bidders Price Bids shall be returned unopened.

4. An earnest money of Rs.1,35,000/- (Rupees One lakh thirty five thousand only) has to be deposited in the form of Bank Draft/Pay Order drawn in favour of PAO, DOT (HQ), Sanchar Bhawan, New Delhi along with the Technical Bid failing which the Technical Bid shall be rejected. The earnest money will be refunded to the unsuccessful tenderers on finalization of the contract.

5. Successful tenderer will have to deposit performance guarantee equivalent to 5% of the contract value in the shape of Demand Draft/Pay Order/Bank Guarantee/Fixed Deposit in the name of PAO, DOT (HQ) with validity extending upto 60 days beyond the expiry of the contract. The performance guarantee will be refundable without any interest on termination of the contract after deducting any penalty etc. imposed by the Department on account of unsatisfactory services. The decision of the Competent Authority in this regard shall be final and binding on the firm.

6. The envelope containing the sealed quotations must be super subscribed "Quotations for DLY Taxies" and addressed to Under Secretary (Admn.III), Room No.412, Sanchar Bhawan, 20 Ashoka Road, New Delhi. The envelope should be dropped only in tender box kept at the Reception, Ground Floor, Sanchar Bhawan not later than **02.30 PM on 30th September 2011**. Quotations received after stipulated date/time shall not be entertained. The Technical bid will be opened in the first instance **on 30th September 2011 at 03.30 PM in Room No.412** in the presence of the tenderers or their representatives who may like to be present. The price bid shall be opened after evaluation of technical bid and the date of which will be notified later on.

7. Tender document, terms and conditions regarding above may be directly downloaded from the website of **Department of Telecommunications** at **<http://www.dot.gov.in>** under the section 'Tenders' and by hand from SO (CR), Ground Floor, Sanchar Bhawan. Ph.23036601 [Timings : 10.30 AM to 02.30 PM until 30.9.2011 - Working days only] on free of cost basis.


(N.P. Kesavan)

Under Secretary to the Government of India

TERMS AND CONDITIONS

The following terms and conditions may be kept in view while sending your tender:

1. Taxis to be supplied should be DLY (commercial vehicle) in excellent condition mechanically as well get-up wise, i.e. outer body/upholstery etc. should be decent looking and should have valid permit to move in NCR. The vehicle should not be registered earlier than 01.04.2009 or afterwards.
2. The firm should have at least three years of experience in the tour and travels business in providing taxies in the Government Sector . i.e. Ministries/Department/Public Sector Undertakings/Statutory/Autonomous bodies etc.
3. The firm should ensure that the driver to be provided must possess valid driving licence. The drivers should be well mannered and courteous and should always carry a mobile phone with him, as it will enable the officer to contact him at any time.
4. The owner/firm should be in a position to supply DLY taxies on short notice as and when needed.
5. The driver of the taxi should be fully conversant with the routes of National Capital Region and should be well dressed/behaved.
6. The owner/firm should be in a position to provide stand by taxi in case of any break-down.
7. All expenses will have to be borne by the firm in case of break down of the vehicle supplied. Immediate replacement of the break down vehicle will have to be provided.
8. In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the Ministry will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc. Besides a penalty of Rs.500/- will also be imposed for every such lapses.
9. The owner/firm should be available on his own direct telephone (office as well as residence) so as to call the taxies in emergent cases. The mobile number should also be given. The firm should be able to provide taxies on holidays/Sundays also.
10. The rates quoted by the tenderers will be valid for a period of one year from the date of acceptance and shall remain unchanged till the currency of the contract and no request for alteration of the same due increase in the price of petrol, diesel and CNG etc. shall be entertained.
11. The tenure of the contract shall be for a period of one year which can also be extended at the discretion of the Department subject to satisfactory performance by the transport operator and mutual agreement of the parties.

12. Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.
13. The Department reserves the right to hire taxis from other service providers at the approved rates and as per the prescribed terms and conditions in the event of the lowest evaluated bidder not being able to provide the services from the desired destinations.
14. It may be noted that the duty **point would be Sanchar Bhawan or any other place intimated from time to time and the mileage and time would be calculated accordingly, and not from Garage to Garage.**
15. A daily record indicating duration of deployment and mileage covered by each of the deployed vehicle from the point of reporting for duty to the point of vehicle released shall be maintained in a log book and shall be got duly certified by the user officer.

16. FORCE MAJEURE

(i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

(ii) The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of the two parties, namely DOT and the Contractor.

(iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.

(iv) Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

17. **Earnest Money (EMD) of Rs. 1,35,000/- (Rupees One Lakh thirty five thousand only)** should accompany the **Techno-commercial bid document**. The EMD shall be paid in the form of Demand Draft/ Pay Order from a Nationalized bank in favour of PAO (HQ), DOT, New Delhi payable at New Delhi. No interest on the EMD amount shall be payable by DOT. Any bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected by DOT.

18. PERFORMANCE GUARANTEE

(i) The successful bidder shall furnish a performance guarantee for an amount equal to five (5) percent of the value of contract in the shape of Demand Draft/Pay Order/Bank Guarantee/Fixed Deposit in the name of PAO, DOT [HQ] within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract .

(ii) EMD of successful bidder shall be refunded/ returned after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be refunded/ returned after award of work to the successful bidder and signing of contract thereof.

(iii) Performance Guarantee if proposed to be provided should be in the form of a Bank Guarantee from a Nationalized/ Scheduled Commercial Bank as per the prescribed format given in **Annexure-IV**.

(iv) The validity of Performance Guarantee should be 60 days from date of expiry of contract.

(v) In the event of a breach of contract by the contractor, the performance guarantee will be forfeited and credited to the DOT.

19. CONCILIATION/ ARBITRATION

(i) If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Secretary (T), DOT.

(ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Secretary (T), DOT.

(iii) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

(iv) The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

(v) The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

(vi) The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

20. Validity of Bid: 90 days from the date of opening of the Technical Bid.

21. The transporter shall not deploy vehicles hired by the Department for any other purpose or any other business during the validity of the contract.

22. Contract charges shall include monthly charges of driver, repairs and maintenance of vehicle, insurance, petrol/diesel/CNG, engine oil and also any other incidental expenses.

ANNEXURE I

Other information to be supplied with:
TECHNICAL BID

1. Name and address of the contractor.
2. Nature of business
3. Income Tax assessment particular, Ward & PAN [self attested copies to be provided]
4. Details of hiring of vehicles done in the past:
 - Name & address of the parties to whom vehicles were given on hire
 - Period for which the vehicles were hired out
 - Number of vehicles given on hire [self attested supporting documents to be provided]
5. Possession of 15 digit Service Tax code number [self attested copies to be provided]
6. EMD in prescribed mode.
7. Number of vehicles owned along with proof of ownership [Copies of RCs to be attached].
8. Turnover of the past two years.
Copies of financial statement/balance sheet to be attached

Signature of the Tenderer

Name & Address:

Annexure II

DoT Tender Enquiry No.1-4/2011-CR

PRICE BID

To
The Under Secretary (Admn.III),
Room No.412, Department of Telecom,
Sanchar Bhawan, New Delhi.

Sir,

With reference to your tender enquiry No.1 – 4/2011 – CR , dated....., we quote our rates towards supply of DLY taxies on hire basis:

S.No.	Rates of vehicles to be hired on monthly basis	Rates for AC cars					Rates for Non – AC cars			Remarks if any
		Indigo (AC)	Maruti SX4	Ford Ikon	Innova	Hyundai Accent	Indica	Maruti Zen	Wagon R	
1.	2400 Kms / 300 hrs.									
2.	For every extra kilometer beyond 2400 Kms									
3.	For every extra hour beyond 300 hrs									

DAILY BASIS

S.No.	Rates of vehicles to be hired on daily basis	Rates for AC cars					Rates for Non - AC cars			Remarks if any
		Indigo (AC)	Maruti SX4	Ford Ikon	Innova	Hyundai Accent	Indica	Maruti Zen	Wagon R	
1.	Upto 40 Kms and 5 hours (Half day)									
2.	Upto 80 Kms and 10 hours (full day)									
3.	Extra charges per hour in excess of 10 hours									
4.	Rates for extra kilometer beyond 80 Kms.									

- [Service Tax as specified from time to time, Toll Charges/Parking will be extra and on actual basis]
 2. I/We accept the terms and conditions stipulated in your above quoted tender enquiry and agree to abide by the same.

Yours faithfully,

(Signature of the Tenderer)

Date

Name
Address & Ph.No.

ANNEXURE IV

PERFORMANCE GUARANTEE BOND FORM

(Vide Para 13)

In consideration of the President of India (hereinafter called "the Government") having (hereinafter called the "said Contractor (s)") from the demand under terms and conditions of an Agreement/ Purchase Order No....., dated..... Made between and contained in the said Agreement on production of a Bank guarantee for _____ we. (Name of Bank) (hereinafter referred to as "the Bank") as the request of (contractor (s) do hereby undertake to pay to the Government an amount not exceedingagainst 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 Bank) _____ do hereby under take 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 breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding liability under this guarantee shall be restricted to an amount not exceeding.

3. We undertake to pay to the Government and money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceedings pending before any court or tribunal relating to 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)/ Supplier(s) shall have no claim against us for making such payment.

4. We (name of Bank) _____ further agree that 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 if the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/ Department) Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of Bank.....) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effects to so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

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

Dated _____ For _____
(indicate the name of Bank)

Accepted

(.....)

Signature of accepting authority of DOT

ANNEXURE III

**CHECKLIST SHOWING THE DOCUMENTS ENCLOSED AND
COMPLIANCE OF PARAS OF TENDER DOCUMENT**

Tender for Hiring of Taxies for Department of Telecom
(To be furnished with the Techno-Commercial Bid)

Name and Address of the Firm

Sl. No.	Clause of Bid Document	Particulars	Page No.	Replies/ Remarks
1.	3	Whether each of Technical Bid and Financial Bids were correctly sealed in separate Envelopes		
2.	3	Whether both the Bids as at Sl. 1 above were correctly sealed in the 3 rd envelop		
3.	Annexure II Techno-Comm. Bid	Whether all the columns of this Annexure have been correctly filled in and reasons for columns left unfilled furnished.		
4.	Annexure III Financial Bid	Whether all the columns of this Annexure have been correctly filled in		

Date:

Signature of Authorised Person

Place:

Full Name:
Address:
Seal