



GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & IT  
DEPARTMENT OF TELECOMMUNICATIONS  
O/O Office of the Dy. **Director** General,  
Telecom Enforcement, Resources & Monitoring Cell  
4th Floor, Near RBI, Rail Head Complex, PO Railway Station  
Jammu -180012

**Tender No. 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011**

## **BID DOCUMENT**

**For Hiring of Vehicles (Taxi)  
By Telecom Enforcement, Resources &  
Monitoring Cell, J&K, Jammu**

(Visit us at [www.dot.gov.in](http://www.dot.gov.in))

**Not transferable**

**Price of Bid Document: Rs.300.00**

## **CONTENTS OF TENDER DOCUMENT**

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**O/o Deputy Director General**  
**Telecom Enforcement, Resources & Monitoring Cell, J&K**  
 Government of India, Ministry of Communications & IT  
 Department of Telecommunications  
 4th Floor, Near RBI, Rail Head Complex, PO Railway Station  
 Jammu -180012

**Tender No. 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011**

**NOTICE INVITING TENDER**

Sealed Tenders are invited on behalf of the President of India for hiring of non A/C, Diesel driven, Taxi registered vehicles, as listed in enclosure not older than Jan, 2008 model from the prospective contractors who can supply minimum two Vehicles for the TERM Cell, J&K, Jammu as follows:

1. Scorpio / Xylo / Innova or equivalent (Non-AC) 1 No.
2. TATA Indigo/ Ambassador or equivalent (Non-AC) 1 No.

The bidder should have at least one-year experience of satisfactory performance in similar services with Central Govt./state Govt./CPSU in last three years.

The schedule of tender is as follows:

SN	Activity Description	Time Schedule
1	Tender No.	<b>8-4/TERM (J&amp;K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011</b>
2	Cost of Tender document	Rs. 300/-
3	Estimated cost of tender	Rs. 4,80,000/- per annum
4	Sale of Tender Document	From 1030 Hours to 1700 Hours on all working days from 08-03-2011 to 29-03-2011.
5	Last date and Time of Receipt of tender document	14:30 Hours of 30-03-2011
6	Amount of EMD to be deposited.	Rs. 10000/-
4	Time and Date of Opening of Tender / Bid	15:00 Hours of 30-03-2011
5	Validity of tender	90 days from the date of Opening
6	Services to be offered	Hiring of Taxis
8	Duration of contract	One year from the date of award of contract with an option of extension for a further period of one year on the same rates, terms and conditions.

Intending eligible bidders may obtain Bid Document from Director-II O/o DDG TERM, 4<sup>th</sup> Floor, Near RBI, Rail Head Complex, PO Railway Station, Jammu 180012 on payment of Rs. 300/- (Rs. three Hundreds only) (non refundable) through a crossed Demand Draft drawn on any Nationalized Bank payable at Jammu in favour of "Communication Accounts Officer, O/o CCA, Jammu.

Tender documents downloaded from the DOT web site - [www.dot.gov.in](http://www.dot.gov.in) are also acceptable provided the requisite tender fee i.e. Rs.300/- is enclosed in the form of Account Payee Demand Draft from any of the scheduled bank, drawn in favor of Communication Accounts Officer, O/o CCA, Jammu at the time of submission of bid document.

The tender completed in all respect must in all cases be received in this office before 14:30 Hours of 30-03-2011. The tenders received after the scheduled date and time will be out rightly rejected. The tenders may be sent by registered post/or may be dropped in tender box in this office, so as to reach before 14:30 Hours of 30-03-2011. This office will not be responsible for any postal delay. The bid shall not be accepted after this deadline under any circumstances whatsoever.

Director-II(TERM)  
O/o DDG TERM,J&K  
Jammu  
0191-2472599(O)  
0191-2472281(Fax)

## **2. GENERAL (COMMERCIAL) CONDITIONS**

### **1. Eligibility Conditions**

- a) The bidder should have been registered with the Tourism Dept. Of Govt. of India/State Govt.
- b) The bidder should have service Tax and Income Tax registration.
- 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 in the past three shall be provided.
- d) The bidder should own at least one Vehicle (not older than Jan, 08) registered as Taxi.
- e) The bidder shall submit copy of the lease deed for one vehicle (not older than Jan, 08) that can be assigned in their favour.

### **2. Documents required to be submitted along with the bid**

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

- a. Copy of the registration with the Travel/Tourism Dept. Of Govt. of India/State Govt.
- b. Valid Service TAX Registration Certificate, wherever applicable.
- c. Latest Income TAX return along with copy of PAN card.
- d. Document in support of the past performance (One year experience Certificate).
- e. Document showing ownership of one vehicle (not older than Jan, 08 model) in taxi category.
- f. Document (e.g. lease deed) that firm shall be able to supply at least one vehicle in taxi category (not older than Jan, 08 model).
- g. Bid Security (EMD) of required amount in the form of Demand Draft.
- h. Information sheet about the bidder as per **Annexure- I**.
- i. Declaration as given in **Annexure-II**.
- j. Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in **Annexure-III**.
- k. Certificate of Near Relative not working in DOT in the format given in **Annexure- IV**.
- l. Pre-receipt for refund of EMD in the format given in **Annexure-V**.

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.

### **3. Packing Bid Documents**

- a) Tender should be submitted in **two covers**; First super scribing "**Technical Bid**" and **Second** super scribing "**Financial Bid**" and both the envelopes are in turn be put in another envelope and this envelope should be super scribed prominently as "**TENDER FOR HIRING OF COMMERCIAL VEHICLES IN TERM CELL J&K, JAMMU**". 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. 1500 Hours of 30-03-2011. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in O/o DDG, TERM, J&K. 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 V** 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

- a) The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the "Services to be provided".
- b) 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.
- c) 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.

#### 6. Bid Security (EMD)

- 6.1 The bidder must deposit Rs.10000/- (Rupees Ten Thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at Jammu in favour of CAO, O/o CCA, Jammu valid for 90 days from the date of tender opening.
- 6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily and 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 in the bid form.
  - b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
  - c) If the successful bidder fails to furnish performance security.

- 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 Director-II(TERM) O/O DDG,TERM Cell, J&K, and dropped in the Tender Box provided in O/o DDG, TERM Cell, J&K, 4th Floor, Near RBI, Rail Head complex, Jammu on or before 14:30 Hours of 30-03-2011.
- b. The bids may also be sent by registered post to this office, so as to reach before 14:30 Hours of 30-03-2011. This office will not be responsible for any postal delay. The bid shall not be accepted after this deadline under any circumstances whatsoever.
- c. 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 the due date at their own cost.
- 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. Prior to detailed evaluation, O/o DDG (TERM), J&K 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 the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected.
- c. O/o DDG(TERM), J&K 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 as indicated in the "Schedule of Rates" using "Evaluation Formula" (given in **Annexure-VI**).
- d. O/o DDG (TERM), J&K reserves right to counter offer price against price quoted by the bidder.

## **10. Performance Security**

- a. The successful bidder shall be required to deposit a Performance Security Deposit of Rs. 25000/- at the time of signing the agreement within two weeks of conveying O/o DDG (TERM), J&K, Jammu's intention for accepting the bid. The EMD deposited by the successful bidder in the form

of DD would be converted into Performance Security Deposit and the balance amount would be payable by the successful bidder.

- b. Performance Security shall either be submitted in the form of Account Payee Demand Draft or Bank Guarantee issued by a scheduled bank in favour of CAO O/o CCA, J&K Telecom Circle, Jammu in the Performance provided in **Annexure-VII** and shall be valid for a period of sixty days beyond the completion of all contractual obligations
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG (TERM), J&K 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**

O/o DDG (TERM), J&K shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with O/o DDG (TERM), J&K.

#### **12. Right to vary Quantities**

O/o DDG (TERM), J&K reserves the right to increase or decrease the required quantity 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 O/o DDG (TERM), J&K may make the award to any other bidder at the discretion of O/o DDG (TERM), J&K or call for new bids.

#### **15. Right to Accept or Reject**

O/o DDG (TERM), J&K 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 O/o DDG(TERM), J&K 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 O/o DDG (TERM), J&K.
- b) If the contractor fails to perform any other obligations under the contract agreement.

16.2 O/o DDG (TERM), J&K 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, O/o DDG (TERM), J&K also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

## **17. Termination for Insolvency**

O/o DDG (TERM), J&K 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:**

19.1 O/o DDG (TERM), J&K reserves the right to counter offer price against price quoted by the bidder.

19.2 O/o DDG (TERM), J&K reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

## **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 O/o DDG(TERM), J&K 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**

21.1 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 O/o DDG(TERM), J&K. 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 O/o DDG(TERM), J&K or by whatever designation such officer may be called (herein after referred to as the said officer ) and if the O/o DDG(TERM), J&K or the said officer is unable or unwilling to act as such , than to the sole arbitration of some

other person appointed by the O/o DDG(TERM), J&K 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.

21.2 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.

21.3 The venue of the arbitration proceeding shall be the office of O/o DDG (TERM), J&K at Jammu or such other place as the arbitrator may decide.

**22. 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 O/o DDG (TERM), J&K and set-off the same against any claim of O/o DDG (TERM) for payment of a sum of money arising out of this contract or under any other contract made by contractor with O/o DDG (TERM), J&K.

### **23. Terms of Payment**

Payment shall be made within 15 days from the date of receipt of bill in the O/o DDG (TERM), J&K. Monthly bills shall be submitted in duplicate to the DIRECTOR-II(TERM), O/o DDG (TERM), J&K, Jammu 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 keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.

### 3. SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract and wherever there is a conflict, the provisions herein shall prevail over those general conditions.
2. Office of DDG (TERM), J&K, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall O/o DDG (TERM), J&K 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 own at least one Vehicle (not older than Jan, 2008) registered as Taxi.** The second Vehicle should be either owned by him/her or he/she should sign the lease deed with real owner of the vehicle and submit the same to the O/O DDG (TERM) before signing of agreement with O/o DDG (TERM) J&K.
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. O/o DDG (TERM), J&K 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 O/o DDG(TERM), J&K have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, O/o DDG(TERM), J&K 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 O/o DDG (TERM), J&K as and when demanded.

10. Shortage in utilizing the contractual 1500 Kms per month in any particular month shall be adjusted over a period of subsequent three months.
11. Change of commercial vehicle of same type and model will be allowed (For Second Vehicle) on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.
12. **The vehicle may be used anywhere in the territorial jurisdiction of J&K Telecom Circle. However Department will be in liberty to send the vehicle to any other state by paying the entry Tax/Toll Tax.**
13. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
14. TDS applicable will be deducted from the payable amount of the bill.
15. Maximum 10 (ten) kilometers per day or the actual distance covered in round trip between User delivery address and the garage/normal parking place, whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/ normal parking place.
16. The contractor shall abide with all local/municipal/state/central laws and regulations.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) J&K office to contact them as and when required, during the period of the contract.
18. Payment of all kinds of Government taxes or duties for supplying vehicles in J&K will be the liability of the contractor.
19. 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), J&K.
20. The Service provider/contractor shall not engage any person below the age of 18 years.
21. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of TERM, J&K authorized by DDG (TERM), J&K.

## 4. SERVICES TO BE PROVIDED

1. **Service:** Provision of registered commercial vehicles (Taxi) with licensed drivers, on hiring basis for running in J&K.
2. **Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period (of up to One Year) if agreed by the contractor and the O/o DDG (TERM), J&K on the same rate and terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is 2 (TWO). However it should be clearly noted that Office of DDG (TERM), J&K shall place the order only as per the actual requirement from time to time.
4. **Duty hours:** Normal duty timings shall be from 0900 hrs to 1900 hrs on working days from Monday to Saturday with weekly Off on Sunday. However the timings and days may vary depending on the requirements and the actual duty hours shall be specified by the users of the vehicles.
5. **Notice Period:** 1) For regular requirements one day in advance.  
2) Telephonic intimation shall be considered as notice.
6. **Reporting Place & Jurisdiction:** Any place within the jurisdiction of the Office of DDG (TERM), J&K. Actual place of reporting shall be specified by users of vehicles. Vehicle shall be required to run to any station within the territorial jurisdiction of J&K.
7. **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.
8. **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 correctness and to take action to recover the actual loss to the Office of DDG (TERM), J&K.
9. **Penalties:**
  - I. In case of break down, vehicles have to be replaced by other immediately or within one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- 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. 300/- per break down shall be imposed.
  - II. In case of non-availability of vehicles penalty of Rs.500/- 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.200-/ 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), J&K.

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.

**5. BID FORM**

(To be enclosed with envelope containing technical bid)

**Tender No. 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011**

To,  
**Director-II (TERM)**  
Office of the Dy. Director General,  
Telecom Enforcement, Resources & Monitoring Cell, J&K  
4<sup>th</sup> Floor, BSNL Exchange, Near RBI, Rail head complex, Jammu.

Dear Sir,

1. Having the conditions of contract and services to be provided, 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 one week 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 deposit performance Security Deposit as per clause 10 of chapter 2.
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 this .....Day of ..... 2011

Signature of

In Capacity of  
Duly authorized to sign the bid for and behalf of

Witness.....  
Address .....  
Signature

## TECHNICAL BID

(To be enclosed in a separate sealed envelope)

S.No	Details of Documents to be Submitted	Submitted(Yes)/ Not Submitted(No)
1.	Cost of Tender Paper (if downloaded from website) DD No.                      Date:                      Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	EMD (Amount Rs.10000/-) DD No.                      Date:                      Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Copy of the registration certificate with the Travel/Tourism Dept. Of Govt. of India/State Govt.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Copy of Valid Service TAX Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Copy of Latest Income TAX return along with copy of PAN card.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Copy of Document in support of the past performance (One year experience Certificate).	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Document showing <u>ownership</u> of one vehicle (not older than Jan, 08 model) in taxi category	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Document (e.g. lease deed) that firm shall be able to supply at least one vehicle in taxi category (not older than Jan, 08)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Information sheet about the bidder as per <b>Annexure- I.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Declaration as given in <b>Annexure-II</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in <b>Annexure-III</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Certificate of Near Relative not working in DOT in the format given in <b>Annexure- IV</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**DATE**

**SIGNATURE**

**SEAL**

## **5. FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**Tender No. 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011**

### **SCHEDULE OF RATES**

**A. Indigo/Ambassador or equivalent (Non A/C, Diesel driven):**

**(Scheduled Works) Monthly KM hire slab:**

S.N.	Items	Rate in Figures	Rate in Words
1	Rate for first 1500 KMs per Month.	Rs..... per Month.	Rupees..... per Month.
2	Rate beyond 1500 KMs (per Km)	Rs..... per KM	Rupees..... per KM
3	Outstation night halt charges (per night)	Rs..... per Night	Rupees..... per Night
4	Extra Hours (per hour)	Rs..... per Hour	Rupees..... per Hour

**B. Scorpio / Xylo / Innova or equivalent (Non A/C, Diesel driven):**

**(Scheduled Works) Monthly KM hire slab:**

S.N	Items	Rate in figures	Rate in words
1	Rate for first 1500 KMs per Month.	Rs..... per Month.	Rupees..... per Month.
2	Rate beyond 1500 KMs (per Km)	Rs..... per KM	Rupees..... per KM
3	Outstation night halt charges (per night)	Rs..... per Night	Rupees..... per Night
4	Extra Hours (per hour)	Rs..... per Hour	Rupees..... per Hour

Note:

**1. Rates should be inclusive of all taxes/duties (Central, State and Municipal)**

Signature of the Bidder in full with date

Date:

Signature of the Bidder

**INFORMATION ABOUT THE BIDDER**

- 1) Name & Address of Firm/Party: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (O) \_\_\_\_\_  
(R) \_\_\_\_\_  
(Mobile) \_\_\_\_\_
- 2) Whether it is Proprietorship or Partnership \_\_\_\_\_
- 3) Full Name(s) of Proprietor or Partners \_\_\_\_\_  
(Attested copies of partnership deed \_\_\_\_\_  
should invariably be attached along \_\_\_\_\_  
with Authorisations)
- 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 \_\_\_\_\_

**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 the above application are true  
and authentic to the best of my knowledge and belief. I / we, am / are well aware  
of the fact that furnishing of any false information / fabricated document would  
lead to rejection of my tender at any stage besides liabilities towards prosecution  
under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

**DECLARATION REGARDING DOWNLOADED DOCUMENT**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----  
--- hereby declare that I / We has/have not tampered the tender document  
No: 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011 downloaded  
from the website www.dot.gov.in.

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

**Annexure IV**

**DECLARATION REGARDING NEAREST RELATIVES**

I/ We declare,

1. That I or any of my partner am/is neither working in any capacity in anywhere in the DOT, nor am/is removed/ dismissed from service of DOT.
2. That none of my near relatives are working in any capacity in DOT nor am/is removed/ dismissed from service of DOT.

**Or**

The details of my near relatives working in 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), J&K 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.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held by O/o DDG(TERM) J&K.
6. If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice to the rights of the O/O DDG(TERM) J&K to debar the firm from entering into future contracts.

Place :

Signature :

date:

Name:

(Capacity in which he is signing) \_\_\_\_\_

NOTE: The term "relatives" means wife/husband/parents and grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

**PRE RECEIPT**

**FOR REFUND OF EARNEST MONEY**

Received with thanks from Communication Accounts Officer, O/o CCA, J&K Telecom Circle, Jammu a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), towards refund of Earnest Money Deposit paid in respect of the Tender No. 8-4/TERM (J&K)/Tender/Vehicle Hire/2010-11 Dated 07.03.2011 for “ Hiring of Taxi ” in O/o DDG(TERM), J&K.

Date:

Signature of Bidder  
(on one rupee revenue stamp)

Place:

Name & Address: \_\_\_\_\_  
\_\_\_\_\_

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

**EVALUATION FORMULA**

**A. Indigo/Ambassador or equivalent (Non A/C, Diesel driven):**

SN	Particulars	Amount in Rs (X)	Approx. Quantity (Y)	Total Z= (X*Y)
1	Rate for first 1500 Kms per month	X1	1	Z1= X1 * 1
2	Rate per KM beyond first 1500 Kms	X2	300 kms	Z2 = X2 * 300
3	Outstation night halt charges per Day	X3	2 Nights	Z3 = X3 * 2
4	Extra hours charge per hour	X4	10 Hours	Z4 = X4 * 10
A: Total Evaluated Cost of Indigo/Ambassador or equivalent (Sum of above) = Z1 + Z2 + Z3 + Z4				

**B. Scorpio / Xylo / Innova or equivalent (Non A/C, Diesel driven):**

SN	Particulars	Amount in Rs (P)	Approx. Quantity (Q)	Total R= (P*Q)
1	Rate for first 1500 Kms per month	P1	1	R1= P1 * 1
2	Rate per KM beyond first 1500 Kms	P2	300 kms	R2 = P2 * 300
3	Outstation night halt charges per Day	P3	2 Nights	R3 = P3 * 2
4	Extra hours charge per hour	P4	10 Hours	R4 = P4 * 10
B: Total Evaluated Cost of Scorpio / Xylo /Innova or equivalent (Sum of above) = R1 + R2 + R3 +R4				

Total Cost of Bid (C) : Bid cost for Indigo/Ambassador or equivalent + Bid cost for Scorpio / Xylo / Innova or equivalent = A + B

For each successful Bidder total cost of bid will be calculated as per above formula. Bidder having least "total cost of bid" will be considered as L-1.

## Annexure-VII

### PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General, DoT, J&K (hereinafter called DDG(TERM) J&K) having agreed to exempt \_\_\_\_\_ (hereinafter called the said Service Provider(s) from the demand of Performance security deposit of Rs \_\_\_\_\_/- on production of Bank Guarantee for Rs \_\_\_\_\_/- for the due fulfillment 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), J&K, 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), J&K, 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), J&K 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), J&K, 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), J&K 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), J&K, 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 one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the DDG(TERM), J&K under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), J&K 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 O/o DDG (TERM), J&K that the O/o DDG(TERM), J&K 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 O/o DDG(TERM), J&K, 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 O/o DDG(TERM), J&K, or any indulgence by the O/o DDG(TERM), J&K, 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 O/o DDG (TERM), J&K.

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**  
**VIII**

**LETTER OF AUTHORISATION FOR ATTENDING BID  
OPENING**

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

To,  
DDG (TERM), J&K  
Jammu

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

**Note: 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.**