



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



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

Open Tender No. : DDG(TERM)Pune/ACCT-17/Tenders/HiredVehicle/2008-09

BID DOCUMENT

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

Department of Telecommunications,

Ministry of Communications and IT

Not transferable

Price of Bid Document: Rs. 500/-

Contents of Tender Document

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Government of India

Ministry of Communications & IT, Department of Telecommunications

The office of DDG (TERM) Pune

DDG(TERM)Pune/ACCT-17/Tenders/HiredVehicle/2008-09 Dated: 09/01/2009

TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of vehicles on hired basis for the office of DDG (TERM) Pune for a period of one year from the date of contract. Requirements are as follows:

Description of services	Type of vehicles	Quantity	Place
Hired vehicles on monthly basis	Tata Indigo (Non-AC)	1	Pune
Hired vehicles on monthly basis	Tavera (Non-AC)	1	Pune

2. Desirous companies/firms/agency may obtain tender documents w.e.f. 19/01/2009 on request in writing from:

ADE (TERM) Pune,

204, 2nd Floor, Qualification Building, Telephone Bhavan, Bajirao Road,

Pune, Maharashtra, India-411002

Ph: 91-20-24496500

Fax: 91-20-24496700

Tender document is available on all working days between 10.00 hours and 17.00 hours till 03/02/2009 on payment of **Rs.500/-** (non- refundable) in Demand draft of the amount drawn in the favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai.**

3. Tender document can also be downloaded from the DOT web site- www.dot.gov.in and can be requested in soft copy by email from ade.vtmpune@gmail.com . Such documents in hard copies are also acceptable provided the requisite tender fee/cost i.e. Rs.500/- is enclosed in the form of Account Payee Demand Draft from any of the Commercial Banks in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai.**, at the time of submission of bid document.

4. Schedule:

Start Date & time of issue of Bid Document:	19/01/2009 (Time 1000 hrs to 1700 hrs.)
Last Date & time of issue of Bid Document:	03/02/2009 (1700 hrs.)
Last date & time for receipt of filled tenders:	06/02/2009, Time 1500 hrs.
Date & Time for opening of Qualification Bid:	06/02/2009, Time 1530 hrs.
Date & Time for opening of Financial Bids (for qualified bidders):	12/02/2009, Time 1500 hrs
Place of opening the Tenders:	204, 2nd Floor, Technical Building, Telephone Bhavan, Bajirao Road, Pune
Validity of Tenders:	90 days from the date of opening of tenders.

5. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.20,000/-** and other requisite documents, in the Tender Box kept in Room No 204, 2nd Floor, Technical Building, Telephone Bhavan, Bajirao Road, Pune.

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

6. All the bidders shall compulsorily attend the **pre-bid meeting** to be held in this office on **03/02/2009, 11.00 AM** before submitting their bids. Failing to do so shall result in non-acceptance of the bid.

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

-Sd-

DEFINITIONS

- 1- **TERM** – Telecom enforcement resources and monitoring cell of the Dept of telecommunications.
- 2- **The Office** - The O/o DDG (TERM) Pune, Department of Telecommunications located at 2nd Floor, Technical Building, Telephone Bhavan, Bajirao Road, Pune.
- 3- **Bidder** – The person or company/firm/agency participating in the tender.
- 4- **Qualification Bid** – A sealed document proving the qualifications of the bidder.
- 5- **Financial Bid** – A sealed document stating the rates quoted by the bidder.
- 6- **CCA** – The controller of communication accounts, also the paying authority.
- 7- **Competent authority** – DDG (TERM), Pune, Dept of Telecom.
- 8- **Vehicles** – Four wheelers of specified make and type and fulfilling the required conditions.
- 9- **Contractor** - The bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.

GENERAL INSTRUCTIONS FOR BIDDERS

1. **Parties:-** The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Government of India through the Department of Telecom for and on behalf of the President of India.
2. **Duration:-** The duration of the contract shall be for a period of one year from the date of award of work order. However, competent authority can extend this duration for a period of maximum 6 months on mutual agreement with the contractor.
3. **Earnest Money:**
 - 3.1 Earnest Money of **Rs.20,000/- (in words-Rupees Twenty Thousands Only)** in the form of Demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Demand draft must be up to 6 (six) months. The Demand draft shall be in favour of "**Communication Accounts Officer O/o CCA (Maharashtra)**" Payable at Mumbai.
 - 3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
 - 3.3 Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Demand draft will be forfeited to the Government.
 - 3.4 The tenders without document fees and/or Earnest Money or DD incorrectly addressed will be summarily rejected.
 - 3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
 - 3.6 Earnest Money shall be forfeited in case of the following--
 - i) If the bidder withdraws or amends its tender or increase in rates after opening of the tender but before the validity of the quotation expires.
 - ii) On refusal to enter into contract after award of contract.
 - iii) If the work is not commenced on the date of starting the work after work is awarded to the contractor.

iv) Unsatisfactory performance and/or Non-performance of the contract.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Qualification Bid (in form given in Annexure-I) along with Earnest Money Deposit and Commercial Bid (in form given in Annexure-II) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to this office. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing "Qualification Bid" or "Commercial Bid" and date of opening of tender.

A pre-bid meeting shall be conducted in this office on a suitable date, in which the tender process, the terms and conditions and other matters shall be explained and queries from the bidders shall be answered.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Dept. of Telecom may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The bidder should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the bidder will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Department of Telecom if necessary.)

6. Qualification Bid:

6.1 The qualification bid should be submitted in form given in Annexure-I along with the Bank Guarantee/ Demand Draft of **Rs. 20,000/-** along with registration particulars, Copy of PAN Number issued in favour of the firm, full details of the number of vehicles registered in the name of the bidder or his firm with photo copies of RCs and any other information sought for.

7. Commercial Bid:

7.1 The Commercial Bid should be submitted in the form given in Annexure II in a separate sealed cover kept inside the main cover. The Commercial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

7.2 The rate to be quoted for vehicles on monthly basis up to 1500 Km use in a month. The price quoted shall be firm and final for the entire period of contract.

7.3 Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.

7.4 Terms of payment as stated in the Tender Documents shall be final.

7.5 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

7.6 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures the rates indicated in the words shall prevail. All overwriting/cutting, insertion needs to be authenticated.

8. Validity of the Bids:

The bids shall be valid for a period of 90 days from the date of opening of the tenders.

9. Opening of Tender:

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.

10. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of qualification information furnished in form given in Annexure-I and then on the basis of commercial information furnished in form given in Annexure-II. The Commercial bid (Annexure-II) of such firms found valid based on qualifying parameters (as per Annexure-I) will be opened on the date, time and venue to be announced after opening of the Technical Bid. The award of work will be further subject to any specific terms and conditions of the contract.

11. Right of Acceptance:

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

11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12. Communication of Acceptance:

Successful Bidder will be informed of the acceptance of his tender.

13. Security Deposit:

13.1 The successful bidder will have to deposit a performance security (Security Deposit) within 7 days from the date of acceptance of the tender of **10% of the value of the contract or Rs 50,000 (Rs Fifty thousand), whichever is more**, in form of Demand Draft drawn in favour of "Communication Accounts Officer O/o CCA (Maharashtra)" Payable at Mumbai or a Bank Guarantee for the amount valid for the period extending at least six months beyond the date of completion of the contract. The Security Deposit will not be adjusted against any payment due to the firm from this office.

13.2 The Bank Guarantee/ demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee/ demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

13.3 The security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit

14. Penalty:

14.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicles or not providing Vehicles, competent authority shall make deductions at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Telecom.

14.2 In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

14.3 The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

15. Disclaimer:

The near relatives of employees of this office are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family.

(b) Their husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

16. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

17. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority which he/she will be at liberty to refuse if she/he thinks fit.

18. The tender is not transferable. Only one tender shall be submitted by one bidder.

19. Terms of payment:

19.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

19.2 The contractor shall submit the bills at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

19.3 All payments shall be made by cheques only, in the name of the contracted agency.

19.4 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

19.5 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

20. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the secretary, Department of legal affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Ghaziabad or at such other place as decided by Department of Telecom and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under and in force shall be applicable to such proceedings.

SPECIFIC TERMS AND CONDITIONS

A. Vehicles

1. The vehicles will generally be required by this office for carrying Departmental Officers/Guests and staff, mostly in Pune district. The duty timings shall be from **0900 hrs to 1900 hrs a week, except Sunday**, normally, however the timings and days may vary depending on the requirements. In case vehicle is required on Sunday that will be treated as Extra hour duty and paid accordingly.
2. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration no. is indicated in the bid. However, in case of non availability of the specified vehicles, the contractor can provide an alternative vehicle of equivalent or above status/make/model, in lieu of the assigned vehicles **within 1 hour**. But the payment will be released according to the approved rates to the contractor. A penalty up to **Rs.500/- per case** shall be imposed on the contractor in case of failure to do so, in addition to the penalty mentioned in B.13.
3. The vehicle provided by the contractor must be in excellent condition, not older than **5 years** and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.
4. The vehicles being sent by the tenderer will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to **Rs.500/- per case** shall be imposed on the contractor.
5. The vehicles registered under Taxi Quota only should be provided. Private vehicles shall not be accepted and payment for such vehicles will not be made.
6. The vehicles will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
7. The provided vehicle must be fully and comprehensively insured covering the risk to the driver.
8. One or more than one vehicle depending upon the requirement can be called at any time during the day and night.
9. The vehicle sent to our office on our requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/ passenger tax/border tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
10. Bidders should have minimum of **two vehicles** of each type as per specifications (total four vehicles), registered in their names or in the names of the firms or leased from a third party. The list of vehicles along with photocopies of lease agreement and registration book/RC should be attached with of the tender (Qualification Bid).
11. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicles shall be rejected and no payments shall be made for the same.
12. Vehicles should be provided with two sets of stain free white seat cover and replaced every week and/ or found dirty.
13. Vehicles should be provided with working mobile charger.

B. Contractors

1. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
2. The firm/company bidding for this tender must have a minimum annual turnover of **Rs 10 Lakhs** in previous two years, to qualify. The same should be supported by proper statements certified by a registered CA.
3. The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.

4. Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately, with encashment of the security deposit.
5. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
6. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
7. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.
8. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
9. The work contract can be distributed among two or more parties at the sole discretion of competent authority. In case of termination of contract with one party competent authority may allot the work to other parties on the same terms and conditions and on same rates.
10. The firm should be registered and should furnish a copy of registration certificate in support thereof.
11. Only such contractors may apply whose vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such vehicles are to be operated.
12. The contractor must have **at least 4** well trained drivers on their employee roll.
13. The contractor must reimburse all the expenditure incurred on travelling by the officer, in case of failure to provide the vehicles on any day, for any reason whatsoever. The reimbursement shall be made directly to the officer in question and in cash. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer. Failing to do so will result in termination of the contract, forfeiting of the security deposit and/or deduction of the payment for the whole month.
14. In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder or third lowest bidder depending on the situation. In such cases, no payments (pending or future) shall be released against the original contract.

C. Drivers

1. The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge.
2. The driver would also be equipped with Mobile phone.
3. The drivers should be residents of Pune and should be between ages of 25 to 40 years.
4. No charges will be given for lunch/tea of the driver. Driver should carry his lunch.
5. Drivers of each vehicle requisitioned by this office will report to the respective officers to which the vehicles are allotted.

6. Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.
7. The driver will do the maintenance work, re-fueling etc on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
8. The driver must be punctual and arrive on specified time on specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the **whole day's** payment on per case basis.
9. Drivers must not use their mobile phones or stop for personal works while driving. Violations shall attract a penalty amounting to the deduction of the **whole day's** payment on per case basis.
10. Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately. Violations shall attract a penalty amounting to the deduction of the **whole day's** payment on per case basis. (In addition to the penalties mentioned in clause B.13 above).
11. The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.
12. The drivers may be asked to do overtime and may be called on holidays/weekends and on odd times depending on the necessity and he should be prepared for such events. It will be a contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Failure will attract suitable penalties.

D. Meter Reading

1. Meter reading will start/terminate from point of pickup to the point of drop. **Extra 5 Km** shall be added as distance to the garage. (Total 10 Km both ways). Minimum fixed Km shall be **1500 Km** per month, and in case of Km running is less than 1500Km in a month , remaining Km will be utilized in next 3 months. If the vehicle is not called on any day due to any reasons, the total kms for that day will be treated as **0 (Zero)**.
2. The drivers of the vehicle will maintain Log Sheets, which will be supplied by this office, in respect of each car. The entries in the log book must be got certified by the officer himself on the basis of daily duplicate duty slip, everyday.
3. Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.
4. The tempering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.
5. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the security deposit.

E. Prices and Payments

1. Payment of bills would take about three to four weeks time on an average. No advance payment shall be made under any circumstances.
2. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the period of contract.
3. In case where the cars fitted with AC system are supplied against requisition of non AC cars, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.

4. The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, toll tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office. In case where the payment of Toll Tax/State Tax etc. is also payable in addition to the rates, the same may please be indicated clearly in format.

5. Parking charges shall be paid extra as per actual on production of documentary evidence.

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

ANNEXURE-I

QUALIFICATION BID

(To be enclosed in a separate sealed envelope)

1. Name of Tendering Company/ Firm / Agency *(Attach certificate of registration)*

2. Name of proprietor / Director

3. Full Address of Reg. Office :

Telephone No.

Fax No.

E-Mail Address

4. Full address of Operating/ Branch Office

Telephone No.

Fax No.

E-Mail Address

6. Banker of bidder with full address *(Attach certified copy of statement of A/c for the last three years)*

Telephone Number Of Banker

7. PAN / GIR No. *(Attach attested copy)*

8. Service Tax Registration No. *(Attach attested copy)*

9. Registration Nos. of vehicles together with make: *(Photocopies of registration book /lease agreements should be attached)*

1. _____ 2. _____ 3. _____ 4. _____

10. Financial turnover of the Bidder for the last 2 Financial Years *(Attach separate sheet if space provided is insufficient)*

Financial Year Amount (Rs. Lacs)

2006-07:

2007-08:

11. Give details of the major similar contracts handled by the Bidder on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached. Details of client along with address, telephone and FAX numbers: *(if the space provided is insufficient, a separate sheet may be attached)*

Amount Contract (Rs. Lacs)

Duration of Contract

1.

2.

13. Additional information, if any *(Attach separate sheet, if required)*

- Signature of authorized person
- Date:
- Name:
- Place:
- Seal :

ANNEXURE-II

COMMERCIAL BID

(To be enclosed in a separate sealed envelope)

1. Name of the Bidder:

2. Details of Earnest Money Deposit: Rs.

DD / PO No. & Date _____ Drawn on Bank _____

Service : Provision of hired vehicles for the office of DDG(TERM) Pune

Sl. No.	Description	Charges in Rs. (Indigo) [A]	Charges in Rs.(Tavera) [B]	Quantity for Evaluation Purpose Only (Actual may vary) [C]	Value in Rs. (A+B) x C
1	Monthly Rate (For 1500 Km per month, 10 hrs a day)			1	
2	Extra per Km,(over 1500 Km per month) in Rs. Per Km			200 Km	
3	Extra hours (per hour) over and above 10 hrs duty per day in Rs. Per hour.			20 Hrs	
4	Outstation Night Halt charges			1	
5	Any other charges (Pl. indicate)			1	
6	Service tax, if any			1	
7	Total				

Total amount for **2 vehicles**: Rs _____

(In words): _____

- Terms and conditioned mentioned in this tender (No. DDG(TERM)Pune/ACCT-17/Tenders/HiredVehicle/2008-09 Dated: 09/01/2009) are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
- The above rates required to be incisive of statutory taxes as may be applicable (Except Service Tax).

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-III

DECLARATION

1. I, _____ Son/Daughter /Wife of Shri _____ Proprietor /Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. I hereby certify that none of my relative(s) is/are employed in O/o DDG (TERM), Pune unit of DOT as per details given in tender document.

4. 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.

5. In case at any stage, it is found that the information given by me is false/incorrect, O/o DDG (TERM), Pune shall have the absolute right to take any action as deemed fit, without any prior information to me.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-IV

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE QUALIFICATION BID

1. Qualification Bid form in the above format;
2. Attested copy of Registration certificate;
3. Attested copy of leased agreement (if the vehicle quoted is leased from a third party)
4. Work experience of similar work during the past 3 years;
5. Attested copy of the statement of bank account of agency for the last three years (one statement per year);
6. Attested copy of PAN / GIR Card;
7. Attested copy of the IT return filed for the last three financial years;
8. Attested copy of Service Tax registration certificate;
9. Attested copies of registration books of the vehicles;
10. Certified document in support of financial turnover of the agency;
11. Certified documents in support of entries in column 11 and 13 of Qualification Bid form;
12. Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance.

ANNEXURE-V

Contract Form

1. This agreement is made this..... day.....between.....herein after called name of company' the first part which expression shall include his heirs, executors and administrators/their successors and Department of Telecom(HQ), herein after called "DOT", the second party, through DDG(TERM), DoT, Pune herein after include his successors and assignees, shown as under:-

That whereas the first part shall and will execute the work described as providing vehicles in TERM, Department of Telecommunications, Pune, as per all the terms and conditions given in notice inviting Tender DDG(TERM)Pune/ACCT-17/Tenders/HiredVehicle/2008-09 Dated: 09/01/2009 which shall become part and parcel of this agreement.

That the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:-

- I. Bills for supply of vehicles for any month shall be preferred in the first week of the following month to DDG(TERM), Department of Telecom to make the payment as easy as possible. However, it may be noted no interest will be paid for delays in payment, if any.
- II. The contract may extend beyond on year (maximum up to one year or part thereof till a new contract is entered into on agreed terms and conditions.) Vehicle wise deployment details will be prepared and submitted with details of last months of date.

This agreement is made for a period of one year from....., with terms and conditions as in the bid document mentioned above, as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF2009.

For the contractor

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

Witness for the contractor

For the DOT

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

Witness for DOT

ANNEXURE-VI
Performance Security Bond Form

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

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

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

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

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

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

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

Witness:-

Telephone No(s):-

STD Code-

FAX No.

E-mail Address:-

ANNEXURE-VII

Letter Of Authorization For Attending Bid Opening

Subject: - Authorization for attending bid opening on.....(date) in the tender of

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

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

.....

Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note

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

_____ End of Document _____