



**Government of India**  
**Ministry of Communications & I.T.**  
**Department of Telecommunications**  
**National Institute of Communication Finance**  
**ALT Complex, Ghaziabad**

**No. 5-3/DG/Tender/2011-NICF**

**Dated: 15.06.2011**

**NOTICE INVITING TENDER FOR HIRING OF TAXIS**

On behalf of the President of India, Sealed Tenders are invited from reputed and established Taxi Operators stationed or having garage at New Delhi for supply of Air Conditioned Diesel driven/Petrol driven/CNG taxis on monthly requirement basis for a period of one year or as specified in the letter communicating acceptance of tender/award of work. The requisition of vehicles shall be for the use of Director General, National Institute of Communication Finance.

The total annual estimated cost of hiring will be about Rs. 5,00,000/-. This is only estimation. The actual amount shall depend upon actual use of hired vehicles on requirement basis. The amount of EMD and security deposit for the contract will be Rs.10,000/- and Rs.25,000/- respectively to be given in the form of Bank draft/ Bank Guarantee from any Nationalised Bank. Other detailed information regarding terms and conditions of the contract alongwith tender form can be obtained from this office free of cost on any working day till the date of tendering i.e. 11.07.2011 upto 13 00 hours.

**2. Schedule of Tender**

**Tender No.** : 5-3/DG/Tender/2011-NICF

**Last Date & Time of Receipt of Tender** : 11.07.2011 upto 15.30 hours



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ng  
:

11.07.2011 at 16:00 hours  
Room No.-208 2<sup>nd</sup> Floor,  
Admn. Block, ALTTC, Ghaziabad.

3. The Tender Form along with terms and conditions can be had free of cost from the undersigned, in this office on any working day till **11.07.2011** up to 13.00 hours.
4. The tenders completed in all respect must in all cases be received in this office before date and time indicated in the Schedule of Tender in para 2 above. The tenders received after the scheduled date and time will be rejected outright. The tenders may be sent **by registered post/or may be dropped in tender box in this office**, so as to reach before **11.07.2011** upto 15.30 hours. This office will not be responsible for any postal delay. Only one tender should be kept in one cover.

**(Devendra Kumar)**  
**CAO**  
**NICF, ALT Complex**  
**Ghaziabad-201002**

## ANNEXURE-I

### GENERAL TERMS AND CONDITIONS

#### Sub: Notice Inviting Tender for “Hiring of Taxis”

1. **Parties:-** The parties to the Contract are the contractor (the tenderer 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. **Addresses:-** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement to the NICF, ALTTC, Ghaziabad-2. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money:**
  - 3.1 Earnest Money of Rs.10,000/- (Rupees Ten Thousands only) in the form of Bank Guarantee/demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Bank Guarantee/demand draft need to be up to 6 (six) months starting from 11.07.2011.The Bank Guarantee/demand draft shall be in favour of CAO, National Institute of Communication Finance(NICF), ALT Complex, Ghaziabad-201002.
  - 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 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee/demand draft will be forfeited to the Government.
  - 3.4 The tenders without Earnest Money will be summarily rejected.

against the Government/Department in respect of  
or interest on the amount of earnest money  
deposit.

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

The tender should be submitted in two parts namely Technical Bid (in form given in Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given in Annexure-IV) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid”.

#### **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.

#### **Note :**

- (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 or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to 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.

sign and affix his/his firm's stamp at each and all its Annexure as the acceptance of the 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. Technical Bid:**

- 6.1 The Technical bid should be submitted in form given in Annexure-III along with the Bank Guarantee/Demand draft of Rs.10,000/- along with registration particulars, Copy of PAN Number issued in favour of the firm, full details of the number of Taxis registered in the name of the tenderer or his firm with photo copies of RCs and any other information sought for in the last section of the Annexure-III.

## **7. Commercial Bid:**

- 7.1 The Commercial Bid should be submitted in the form given in Annexure IV in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.
- 7.2 Rate to be quoted separately for Air conditioned taxis on monthly basis.
- 7.3 Rates quoted should be inclusive of all taxes. 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 The rate to be quoted for taxis on monthly basis up to 2500 Kms. use in a month. The price quoted shall be firm and final for the entire period of contract.
- 7.5 Terms of payment as stated in the Tender Documents shall be final.
- 7.6 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.

period of 180 days from the date of opening of the tenders.

### **9. Opening of Tender:**

The tenderer is at liberty either himself or authorize, 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 tenderer should bring with him a letter of authority from the tenderer and proof of identification.

### **10. Criterion for Evaluation of Tender:**

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form given in Annexure-IV. The Commercial bid (Annexure-IV) of such firms found valid based on technical parameters (as per annexure-III) 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 given in Part-II of Annexure-II of this NIT.

### **11. Right of Acceptance:**

11.1 The Director General, National Institute of Communication Finance reserves all rights to reject any tender including of those tenderes 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 Director General, National Institute of Communication Finance, 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 Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

er will have to furnish Bank Guarantee/ 25,000/- (Rupees Twenty-five Thousand Only) in favour of CAO, National Institute of Communication Finance(NICF), ALT Complex, Ghaziabad towards Security Deposit within 7 days from the date of acceptance of the tender.

- 13.2 The Bank Guarantee/ demand draft can be forfeited by order of the Director General, National Institute of Communication Finance 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 the Department of Telecommunication 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.

#### **14. Penalty:**

- (a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide requisitioned taxis or not providing Taxis, Director General, National Institute of Communication Finance shall make deductions at double the rate of Hiring rate on prorata 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.
- (b) The powers of the Director General, National Institute of Communication Finance under this 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 O/o Director General, National Institute of Communication Finance, ALT Complex 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).

any of terms and conditions mentioned above, will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee 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 Director General, National Institute of Communication Finance 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 tenderer.

### **19. Terms of payment:**

- 19.1 No payment shall be made in advance nor the any loan form 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 complete bill in all respect at each stage preferably 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 cheque only.
- 19.4 The National Institute of Communication Finance 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.
- 19.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

...s concerning this Agreement, its interpretation  
...le there under, the same shall be settled by  
mutual consultations and negotiations. If attempts for conciliation do not  
yield any results with in 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.

#### **21. Insurance:**

The Insurance cover protecting the agency against all claims  
applicable under the Workman's Compensation Act 1948 shall be taken  
by the Contractor. The Contractor shall arrange necessary insurance  
cover for any claim arising out of mishap, if any, that may take place. In  
the event of any liability/claim falling on DG, NICF, the same shall be  
reimbursed/indemnified by the Contractor.

**(Devendra Kumar)**  
**CAO**  
**NICF, ALT Complex**  
**Ghaziabad-201002**

## **ANNEXURE-II**

### **PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK**

**Sub:** Notice Inviting Tender for “Hiring Taxis”

#### **PART-I**

#### **PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK**

1. (i) Taxi Operators should have minimum of 2 Taxis registered in their names or in the names of the firms.  
  
(ii) The list of Taxis along with photocopies of registration book/RC should be attached with of the tender.
2. The firm should be registered and should furnish a copy of registration certificate in support thereof.
- 3 (i) Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.  
  
(ii) Taxis should not be more than 01 years old, it means vehicle of 2010 or later model.
4. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such taxis are to be operated and can be requisitioned by National Institute of Communication Finance.

**(Devendra Kumar)**  
**CAO**  
**NICF, ALT Complex**  
**Ghaziabad-201002**

## PART-II

### TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Taxi will be required by National Institute of Communication Finance for use of Director General, NICF, normally in NCR. Tax for free movement of vehicle should be paid by the operator, once Tender is awarded.
2. The Garage should be at New Delhi.
3. Driver should be in proper uniform, well versed with NCR Delhi and Ghaziabad routes and places. He should be well behaved and courteous to the passengers. **The driver should be carrying a mobile phone, whose number will be communicated to the NICF authorities.**
4. The vehicles registered under Taxi Quota only should be provided.
5. Payment of bills would take about three to four weeks time on an average.
6. 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.
7. The period of contract may be extended on the same finalized terms and conditions for a further period at the discretion of the Director General, National Institute of Communication Finance.

**(Devendra Kumar)**  
**CAO**  
**NICF, ALT Complex**  
**Ghaziabad-201002**

DEPARTMENT OF TELECOMMUNICATIONS

**ANNEXURE-III**

**TENDER FORM-I TECHNICAL INFORMATIONS AND UNDERTAKING**

**(See Clause 6 of Annexure-I of this Tender Document)**

**Sub:** Notice Inviting Tender for “Hiring Taxis”

1. Name of the Tenderer/Concern: \_\_\_\_\_
2. Address (with Tel. & Mob. No.): \_\_\_\_\_
3. Address and telephone number of Garage at New Delhi
4. Nature of the concern \_\_\_\_\_ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern  
(Under shop and commercial establishment act or any other relevant Act, attested photocopy of registration should be attached)
6. (i) Photo copy of Income Tax Returns for the last three years attached or not ? \_\_\_\_\_  
  
(ii) PAN Number of Tenderer/Concern: \_\_\_\_\_  
(Attested copy should be attached)
7. Demand draft No. \_\_\_\_\_ Dated \_\_\_\_\_ from bank name \_\_\_\_\_ Amounting to Rs. .... as Earnest Money Deposit (to be enclosed)
8. Registration Nos. of Taxis together with make:  
1. \_\_\_\_\_ 2. \_\_\_\_\_  
(photocopies of registration book should be attached)
9. Whether each page of NIT and its Annexure have been signed and stamped. ....



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Organizations with address and Telephone  
i services have been provided during the last  
od of contract is enclosed (Summary may be  
e sheets for each contract and period and  
amount of contract; remarks/observations/appreciation of the  
organization for whom the work was conducted; and any other  
information considered important by tenderer)

11. Any other information important in the opinion of the tenderer.

Dated : .....  
Place : .....

(Dated Signature of Tenderer  
With stamps of the firm)

## UNDERTAKING

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the National Institute of Communication Finance, ALT Complex and shall abide by them.
2. I/We also undertake that I/we have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure- II of the tender No. **5-3/DG/Tender/2011-NICF dated: 15.06.2011** and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”.
3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/are employed in the National Institute of Communication Finance, Ghaziabad.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated: .....  
Place : .....

(Dated Signature of Tenderer  
With stamps of the firm)

## ANNEXURE-IV

### **TENDER FORM-2 COMMERCIAL INFORMATIONS (See Clause 7 of Annexure-I of the Tender Document)**

#### **Sub: Notice Inviting Tender for “Hiring of Taxis”**

#### **Rates for Air Conditioned Taxis on monthly basis.**

Particulars of vehicle	Rate for Average monthly use of 3000 Kms.	
	Figures	Words
a. Honda City		
b. Swift Desire		
c. Rate per additional Km.		
d. Rate per hour beyond duty hours		
e. Night halt charges per night 10 PM to 6 AM		

#### **Any other information:**

**Note:** Quoted price should be inclusive of all taxes and levies except Service Tax, Parking charges and Border/Entry Tax which will be paid additionally but only on production of original receipt.

Dated: .....  
Place : .....

(Dated Signature of Tenderer  
With stamps of the firm)