

**Government of India
Ministry of communications & Information Technology
Department of Telecommunications
DOT-Training Finance
O/o General Manager (Finance)
ALTTC Complex, Ghaziabad**

No.:1-7/GM(F)-DOT/Vehicle/ALT/2005

Dated: 24.07.2006

NOTICE INVITING TENDER FOR HIRING PRIVATE 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 &/or at Ghaziabad/Noida for supply of Non Air Conditioned Diesel driven/Petrol driven and CNG taxis on 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 guest faculties/trainees/departmental officers from New Delhi/Noida to Ghaziabad and back on training days as and when required. Besides, there shall be requirement of one/two vehicles for office use on regular basis. The total annual estimated cost of hiring will be about Rs. 10,00,000/-. This is only estimation. The actual amount shall depend upon actual use of hired vehicles on requirement basis. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned in Annexure-I. The work is to be performed strictly as per parameters/technical specifications given in Part-I of Annexure-II. The terms and conditions specific to the contract have been mentioned in Part-II of Annexure-II. The proforma for submission of tender has been given in Annexure-III (for Technical Bid) and Annexure-IV (for Commercial Bid) to this Notice Inviting Tender. The schedule of tender is given as under.

2. **Schedule of Tender**

Tender No. : 1-7/GM (F)-DOT/vehicle/ALT/2005

Pre-bid conference : **07.08.2006**

Last Date & Time of Receipt of Tender : 18.08.2006 upto 15.00 hours

Amount of Earnest Money Deposit as per Clause 3 of Annexure-I: (Rs. 20,000/- (Rupees Twenty Thousand Only) by way of Bank Guarantee/Demand draft of any nationalized bank.)

Date & time of opening of Tender : 18.08.2006 at 15:00 hours

Venue : Room No.-208
2nd 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 17.08.2006 upto 15.00 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 18.08.2006 upto 15.00 hours. This office will not be responsible for any postal delay. Only one tender should be kept in one cover.

(N.K. Yadav)
Dy. Director
Ph. No. 0120-2728208

TENDER NO:1-7/GM(F)-DOT/Vehicle/ALT/2005**DEPARTMENT OF TELECOMMUNICATIONS****ANNEXURE-1****GENERAL TERMS AND CONDITIONS****Sub: Notice Inviting Tender for “Hiring of Private 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 due to the Department of Telecom. 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.20,000/- (in words-Rupees Twenty 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 needs to be up to 6 (Six) months starting from 18.08.06.The Bank Guarantee/Demand draft shall be in favour of **PAO(HQ), DOT, Sanchar Bhawan, Ashoka Road, New Delhi.**
 - 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 will be forfeited to the Government.
 - 3.4 The tenders without Earnest Money 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.

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, 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 "Technical Bid" or "Commercial Bid" and date of opening of tender.

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 tenderer 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

tenderer 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. 20,000/- 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-II.

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 all three categories separately i.e. vehicle stationed at Delhi/New Delhi, Noida and Ghaziabad. The price quoted shall be firm and final for the entire contract period.

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.

8. Validity of the Bids:

The bids shall be valid for a 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. L1 bidders will be decided separately for all three categories i.e. vehicle/garage stationed at New Delhi/Delhi, Ghaziabad and Noida. The reasons for selection or rejection of a particular tender will not be disclosed. 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 GM(F) DOT-Training 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 GM(F), DOT-Training 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.

13. Security Deposit:

- 13.1 The successful tenderer will have to furnish Bank Guarantee of Rs. 50,000/- (Rupees Fifty Thousand Only) in favour of **PAO(HQ), DOT, Sanchar Bhawan, Ashoka Road, New Delhi**, towards Security Deposit within 7 days from the date of acceptance of the tender.
- 13.2 The Bank Guarantee can be forfeited by order of the GM(F), DOT-Training 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 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, GM(F),DOT-Training 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 GM(F),DOT-Training 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 GM(F), DOT-training 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).

16. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority 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.

- 18. The tender is not transferable.

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 bill 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 cheque only.
- 19.4 The DOT-Training 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.

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 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 Dept. of Telecommunication. The arbitration proceedings shall take place at Ghaziabad or at such other place as decided by Dept. of Telecom. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Nirdosh Kumar Yadav
Dy. Director (Trg. Fin.)
Ph. No. 0120-2728208

TENDER NO: 1-7/GM(F)-DOT/Vehicle/ALT/2005

DEPARTMENT OF TELECOMMUNICATIONS

ANNEXURE-II

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

Sub: Notice Inviting Tender For “Hiring Private Taxis”

PART-I

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

1. (i) Taxi Operators should have minimum of 2 Private Taxis registered in their names or in the names of the firms.
(ii) The list of Taxis along with photocopies of registration book 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 05 years old.
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 DOT-Training Finance.

Nirdosh Kumar Yadav
Dy. Director (Trg. Fin.)
Ph. No. 0120-2728208

PART-II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Taxis will generally be required by DOT-Training Finance at ALT Complex for carrying Departmental Officers/Guest Faculty/trainees or other dignitaries from Ghaziabad to Delhi/New Delhi and back to Ghaziabad and adjoining areas of Ghaziabad to ALTTC, Ghaziabad and/or vice versa. They may also be required for other types of journey such as carrying participants on outgoing trips etc.
2. DOT-Training Finance will generally make the requisition for the taxis one to two days before the commencement of the actual journey. However, at times urgent requisition for Taxis may also be made which shall have to be complied with.
3. "Full Day" would imply a run of the Taxi up to 80 Kilometer and/or 10 hours duration.
4. Meter reading will start/terminate from Taxi Garage.
5. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
6. Driver should be in proper uniform, well versed with Delhi/Ghaziabad routes and places and should be well behaved and courteous to the passengers. He should have a mobile connection with him.
7. The vehicles registered under Taxi Quota only should be provided. Private vehicles shall not be accepted as taxis.
8. Payment will be made after the bills are cleared by Deputy Director, DOT-Training Finance, ALT Complex Ghaziabad-201002 and the cheques are issued by P&AO (HQ), New Delhi, which is expected to take about two to three weeks time on an average.
9. 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.
10. The period of contract may be extended on the same finalized terms and conditions for a further period up to 6 months at the discretion of the GM(F), DOT-Training Finance.

Nirdosh Kumar Yadav
Dy. Director (Trg. Fin.)
Ph. No. 0120-2728208

TENDER NO: 1-7/GM(F)-DOT/Vehicle/ALT/2005**DEPARTMENT OF TELECOMMUNICATIONS****ANNEXURE-III****TENDER FORM-1 TECHNICAL INFORMATIONS AND UNDERTAKING****(See Clause 6 of Annexure-I of this Tender Document)****Sub:** Notice Inviting Tender For "Hiring Private Taxis"

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.): _____
3. Address and telephone number of Garage
 - (i) At Ghaziabad: _____
 - (ii) At New Delhi : _____
 - (iii) At Noida : _____
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
(Attested photo copy of registration should be attached)
6. PAN Number of Tenderer/Concern: _____
(Attested copy should be attached)
7. Bank Guarantee/Demand draft No. _____ Dated _____
_____ from bank name _____
Amounting to Rs. as Earnest Money Deposit.
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. YES/NO
10. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last three years with

period of contract is enclosed (Summary may be enclosed on separate 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. Address of garage at Ghaziabad & its distance from ALTTC at Ghaziabad.
12. Address of garage at Delhi/New Delhi & its distance from Sanchar Bhawan at New Delhi.
13. Address of garage at Noida & its distance from ALTTC, Ghaziabad.
14. Any other information important in the opinion of the tenderer.

Dated :
At :

(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 DOT-Training 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.:1-7/GM(F)-DOT/vehicle/ALT/2005 dated: 24.07.2006 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 O/o GM(F), DOT-Training Finance.
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:
At :

(Dated Signature of Tenderer
With stamps of the firm)

TENDER NO: 1-7/GM(F)-DOT/Vehicle/ALT/2005**DEPARTMENT OF TELECOMMUNICATIONS****ANNEXURE-IV****TENDER FORM-2 COMMERCIAL INFORMATIONS
(See Clause 7 of Annexure-I of the Tender Document))****Sub: Notice Inviting Tender For “Hiring Private Taxis”**

1. Rate (all inclusive including all taxes and levies except service tax & parking charges) for Non Air Conditioned Taxis as indicated below:

**(a) For Non Air Conditioned Taxis: (Stationed at Ghaziabad)
(From Ghaziabad to Delhi & Back to Ghaziabad)**

For Non A.C. Taxis Petrol Driven /Diesel Driven/CNG Driven	Rate (In word & figures)	
	Ambassador	Indica
a. 10 hours or 80 Kms. (fully day)		
b. Rate per additional Km.		
c. Rate for additional time i.e. per hour		

**(b) For Non Air Conditioned Taxis: (Stationed at New Delhi/Delhi)
(From Delhi to Ghaziabad & Back to Delhi)**

For Non A.C. Taxis Petrol Driven /Diesel Driven/CNG Driven	Rate (In word & figures)	
	Ambassador	Indica
a. 10 hours or 80 Kms. (fully day)		
b. Rate per additional Km		
c. Rate for additional time i.e. per hour		

**(c) For Non Air Conditioned Taxis: (Stationed at Noida)
(From Noida to Ghaziabad/Delhi & Back to Noida)**

For Non A.C. Taxis Petrol Driven /Diesel Driven/CNG Driven	Rate (In word & figures)	
	Ambassador	Indica
a. 10 hours or 80 Kms. (fully day)		
b. Rate per additional Km		
c. Rate for additional time i.e. per hour		

2. Any other information.:

Dated:
At :

(Dated Signature of Tenderer
With stamps of the firm)