



**Government of India  
Ministry of Communications & IT  
Department of Telecommunications  
Telecom Enforcement, Resource & Monitoring Cell, Bihar  
7th floor, Telephone Bhawan, R Block, Patna 800001**

TENDER No. TERM/Bihar/Hiring of Vehicles/2009-10

BID DOCUMENT

For Hiring of Light Commercial Vehicles to Department of  
Telecommunications

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

PRICE OF BID DOCUMENT- Rs. 500/-

Not transferable



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**Telecom Enforcement, Resource & Monitoring Cell Bihar**  
**7th floor, Telephone Bhavan, R Block, Patna 800001**

Tender No. TERM/BH/Hiring of Vehicles/2009-10 dated: 24/12/2009

**Notice Inviting Tender for Hiring of Vehicles**

Sealed tenders on behalf of the President of India, are invited under Two Bid System (i.e. Technical Bid and Financial Bid) for Hiring of Taxi registered light commercial vehicles under Bihar Tourist Permit on Monthly basis :

**1. Description**

S. No.	Description of the Required services of Taxi registered vehicles (on monthly basis)	Model	Quantity	Estimated Cost of one yr. (Rs.)	EMD(Rs.)	Validity Period of contract
1.	Non-AC Tata Indica	(not older than March 2008 model)	1	4,56,000/-	11,400/-	One year, extendable upto one addl. Year on consent of both the parties
2.	Non-AC Innova/ Scorpio / Tavera / Xylo	(not older than March 2008 model)	1			

**2. Schedule**

Date & time of issue of Bid/tender Document : 04/01/2010 to 18/01/2010(Excluding holidays) (Time 1000 hrs to 1700 hrs.)

Last date & time for receipt of tenders in tender box : 19/01/2010 (Time 1300 hrs.)

Date & time for opening of Technical Bid : 19/01/2010 (Time 1330 hrs.)

Date & time for opening of Financial Bids for : To be notified later to technically qualified bidders

Place of opening the Tenders : TERM Cell, 7th Floor, Telephone Bhawan, R Block, Patna 800001

Validity of Tenders : 90 days from the date of opening of tender

3. Intending bidders may obtain Bid document from O/o DDG (TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R Block, Patna – 800 001, on payment of Rs.500/- (Rupees Five Hundred only) (non refundable) through a crossed Demand Draft drawn on any of the Commercial Banks payable at Patna in favour of “CAO, O/o C.C.A. Bihar Circle” on any working day (i.e. Monday to Friday from 10.00 hr s. to 17.00 Hrs.) till 18/01/2010.

4. Bid document can also be downloaded from the website [www.dot.gov.in](http://www.dot.gov.in). The downloaded document shall be treated as valid document for participation in the tender, but the cost of the bid document ( i.e. Rs. 500.00 only ) in the form of Demand Draft drawn on any of the Commercial Banks payable at Patna in favor of “CAO , O/o C.C.A. Bihar Circle” is to be enclosed with requisite Bid security & other documents, failing which the bid will be out rightly rejected.

5. The interested Firms/Agencies may put the Bid document complete in all respects along with Earnest Money Deposit (EMD) of Rs.11,400/- (Rupees Eleven Thousands Four Hundred only) and other requisite documents up to 1300 hours on 19/01/2010 in the Tender Box kept in O/o DDG, TERM Cell, Bihar, 7th Floor, Telephone Bhawan, R Block, Patna – 800 001. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

6. The Department 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 of assigning any reason. The decision of the DDG (TERM), Bihar, Ministry of Communications & IT, Department of Telecommunications in this regard shall be final and binding on all.

Assistant Director General  
Telecom Enforcement, Resource &  
Monitoring Cell, Bihar  
Department of Telecom,  
Ministry of Communications & IT,  
Govt. of India, Patna

## **Section - I**

### **Instructions to Bidders (To be kept duly signed and stamped in Envelope-I )**

#### Pre- Qualification Requirement for Bidders.

The bidders should furnish the under mentioned information, failing which their bids will not be considered.

1. Name of the firm:  
Address and Telephone Number:
  
2. Name of the Contact Person:  
Telephone/Mobile Number:
  
3. Name of the bank:  
(With full address)
  
4. Bank Account Number:
  
5. PAN No. :  
(Please enclose photocopy of PAN card)
  
6. Registration with Sales Tax/Service Tax: Sales Tax Regn. No.....  
(Whichever is applicable) Service Tax Regn. No.....  
(Please enclose photocopy of registration certificate)
  
7. The bidder should send an affidavit (for proprietor firm)/ copy of partnership deed (for partnership firm)/registration certificate of the company (for Pvt. Ltd/Public Ltd Co).
  
8. The bidders should have at least two light commercial vehicles (one Tata Indica & one Innova /  
Scorpio / Tavera / Xylo) of model not older than March 2008, Taxi registered in the name of proprietor /partners of the firm/the firm. Details of the vehicles may be indicated against column 7( ii) in Section II.
  
9. The bidder shall give a clear declaration that the firm will be able to supply required numbers of Taxi registered vehicles of model not older than March 2008.
  
10. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover in favour of proprietor/partners/firm as documentary evidence in support of each vehicle.
  
11. The bidder should submit a copy of the latest Service Tax return.
  
12. The bidder should submit a demand draft for Rs. /- (Rs. Eleven Thousands Four Hundred only) in favour of CAO, O/o C.C.A. Bihar Circle, payable in any commercial bank in Patna, towards earnest money deposit (EMD), Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount of Earnest money shall be rejected out rightly.

**13.** The bidder should send a demand draft for Rs 500/- (Rs. Five Hundred only) in favour of CAO , O/o C.C.A. Bihar, payable in any commercial bank in Patna, towards cost of bid document and a certificate as per Annexure-IV along with requisite Bid security & other documents, if downloaded document is submitted for participation in The tender. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount towards cost of bid document shall be rejected out rightly.

**14. Financial Bid: -**

The financial bid duly signed and stamped is to be submitted in Envelope II duly super scribed as PRICE BID. Both Envelope -I (Technical bid) & Envelope II (Financial or Price bid) are to be put in a bigger cover which should also be sealed and super -scribed as “Bid for Hiring of Light Commercial Vehicles” .Such complete bid should be dropped in the Tender box kept in the office of the DDG (TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R block, Patna – 800 001 on due date and time. The responsibility for ensuring that tenders are delivered in time would vest with the bidder. The DoT shall not be responsible if the bids are delivered elsewhere.

## Section II

### Schedule of Requirement

(To be kept duly signed and stamped in Envelope I)

The contractor shall furnish the following information for Hiring of Light Commercial Vehicles.

1. Name of the firm :
2. Address for communication :
3. Registered office if any :
4. Location of Garage :
5. Telephone No. (Office, Residence, Garage) :
6. Name(s) of Proprietor/Partners/Directors :
7. (i) Date/year of commencement of business :

(ii) Details of Tata Indica & Innova / Scorpio / Tavera / Xylo (not older than March 2008 model) owned by the bidder :

Sl. No	Regn. No	Make and model	AC/Non-AC	Date of Purchase	Indicate petrol/diesel/CNG driven Bharat II norms	Photocopy of RC/ Insurance enclosed
1.						
2.						

8. Contact name of the person with Mobile Number for service before 8 AM after 6 PM including on holidays:

9. Any other information, which the bidder considers necessary to bring to the notice.

It is certified that the above information/certificates are true and in case of any of these found to be false, I/we shall be liable for any action as decided by the Dept of Telecommunications.

Dated.

Signature of Tenderer (with Seal)

### Section-III

(To be kept duly signed and stamped in Envelope-I)

#### Technical Specifications

##### 1. **General:-**

Department of Telecommunication requires non A.C. taxis for the official use of Telecom Enforcement, Resource & Monitoring Cells of Bihar having its offices at Patna. It is therefore intended to enter into contract with taxi operator(s)/contractor(s) for a period of (one) year for hiring of these cars on “as and when required” basis.

##### 2. **Scope of work:**

**2.1.** The contractor shall provide taxis of Tata Indica & Innova / Scorpio / Tavera / Xylo of models not older than March 2008 without AC facility as per requirement. The cars shall be provided at the Telecom Enforcement, Resource & Monitoring Cells, Bihar, 7th Floor, Telephone Bhawan, R Block, Patna – 800 001 or at any other place within the jurisdiction of city of Patna as and when required on monthly basis upon intimation for the same. The vehicle may be used for journey to various stations of Bihar or neighbouring states without any extra payments.

**2.2.** To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration No. is indicated against column 7(ii) in Section II. However, it devolves on the contractor to provide an alternative vehicle taken on lease; of equivalent status and above in lieu of non availability of the assigned vehicles. But the payment will be released with reference to the approved rates to the contractor.

**2.3.** 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. **The driver shall also be equipped with Mobile phone for connectivity.**

**2.4.** The vehicle provided by the contractor must be in excellent condition, with neat & clean interiors preferably with white seat covers and 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.

**2.5.** In case of non-availability of requisitioned car it will be the responsibility of the contractor to provide equivalent or upgraded model not older than March 2008 at the same rate.

**2.6.** In case where the cars fitted with AC system are supplied against requisition of non AC vehicles, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.

**2.7.** The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer and deposit the same at the close of each month duty with the officer in-charge, Department of Telecom.

**2.8.** The contractor will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.

**2.8.1.** Rate and price variation: The schedule of value (to be filled in by bidder) is enclosed in section VI. In case of award of contract, the price shall remain firm for a period of one year.

## Section-IV

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definition of terms :

- 1.1. DoT means Telecom Enforcement, Resource & Monitoring Cell, Bihar, Department of Telecommunications its office situated at 7th Floor, Telephone Bhawan, R Block, Patna - 800 001.
- 1.2. The bidder means the individual or firm who participates in this tender and submits its bid.
- 1.3. Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.4. EMD shall mean Earnest Money Deposit.
- 1.5. Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it.
- 1.6. Bidder, Tenderer, Contractor shall mean the applicant who seeks to supply goods/ services by sending tender, bid.

#### 2. Receipt and opening of Tenders:

- 2.1. Tenders duly filled in will be received and opened on the same date and time indicated in the Letter/Notice inviting tenders. The tenders will be opened and the bidders or their authorized representative who intend to attend the tender opening are to bring with them letters of authority from the corresponding tenderer as per Annexure-VI.
- 2.2. If due date of receipt of tenders and/or that of opening of tender declares to be a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3. Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

#### 3. Preparation of Tender:

- 3.1. The bidders are required to submit the tender documents completed in all respect after satisfying each and every condition laid down in the tender documents.
- 3.2. 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.

#### 4. Submission of Tenders:

- 4.1. Section I to V and Earnest Money Deposit should be submitted in one envelope as Part-I – “Technical Bid” duly signed and stamped on each page for having accepted the General and Special Terms and Conditions and Section VI (Financial Bid) in another Envelope as Part-II – “Financial Bid” and both the sealed envelopes be placed in another big cover super scribing “Bid for Hiring of Light Commercial Vehicles” addressed to Assistant Director General, O/o DDG (TERM), Bihar, 7th Floor, R Block, Telephone Bhawan, Patna – 800 001. Part-II “Financial Bid” of those Agencies/Parties who fulfill the Terms & conditions as specified in Section I to V will only be opened separately.
- 4.2. The tenders should be put in a Tender box which is placed in the office premises at O/o DDG (TERM), Bihar, 7th Floor, R Block, Telephone Bhawan, Patna – 800 001. The Department of Telecommunications would not be responsible for any misplacement/loss/ late receipt of the tender.

- 4.3.** Only tenders complete in all respect and received on or before the due date and time shall be considered.
- 4.4.** Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 4.5.** Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 4.6.** Department of Telecommunications reserves the right to award the contract to one or more parties.
- 4.7.** The quotation shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- 4.8.** The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender documents.
- 4.9.** The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DoT prior to the deadline prescribed for submission of bids.

**5. Cost:** Bidders are requested to quote firm price. No cost escalation will be accepted for payment for the supplies/service unless specifically mentioned by the DoT in the tender document.

**6. Earnest Money Deposit:**

**6.1.** Bidders shall submit along with the tenders Earnest Money amounting Rs.11,400/- (Rs. Ten thousand eight hundred only) as specified in Section-I on any commercial bank in the form of demand draft drawn in favour of “CAO , O/o C.C.A, Bihar Circle” Payable at Patna.. Bidders are requested to write its name & full address at the back of draft (Banker s cheque) submitted in support of the tender document. Tenders not accompanied by the requisite amount of Earnest Money shall be summarily rejected.

**6.2.** Earnest Money shall be forfeited in case of the following:

- i) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or increase the 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.

**6.3.** No interest is payable on the Earnest Money Deposit which will be refunded

- i) To the unsuccessful bidders on award of contract and signing of agreement with the successful bidder
- ii) To all bidders in case bidding process is terminated by DoT for any reason.
- iii) To all bidders in case all bids are rejected by DoT.

**6.4.** Preliminary evaluation:

**6.4.1.** DoT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**6.4.2.** Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the DoT. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

**6.4.3.** Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**6.4.4.** A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids by correction of the non-conformity.

**6.4.5.** The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

**6.5.** Detailed evaluation : DoT shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as per following calculations:

Charges for a vehicle for One month (X) = Charges for 1200 Kms in one month in Rs. (A)  
+ Charges for 200 Extra kms in Rs. (B)  
+ Charges for 30 Extra hrs in Rs. (C)  
+ Two Outstation night stay charges (D)  
+ Service Tax (E)+ Any other Charges (F)

The bidder for whom the Total Charges combined for one Tata Indica and one Innova / Scorpio / Tavera / Xylo for one month as per above calculations comes out to be lowest, shall be considered as L-1 bidder.

## **7. Security Deposit :**

**7.1.** The amount of the security deposit will be 10% of the tendered cost. Tendered cost will be calculated as in para 6.5 for 12 months. EMD submitted with the tender of the successful bidder will be kept as 1st part of Security Deposit. The 2<sup>nd</sup> part of security deposit amount will be 10% of the tendered cost minus the EMD already deposited and will be termed as performance security. The contractor shall furnish performance security to DoT for an amount as per above calculation in the form of Bank guarantee (as in Performa Annexure-III) within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit is to be taken against the supplier. The validity of the bank guarantee shall be three months beyond the scheduled termination date of the contract.

**7.2.** The security Deposit will be refunded on successful completion of the contract.

**7.3.** No interest is payable on the Security Deposit.

**8.** Tax Deduction at source : Income tax and any other taxes i.e. Education Cess etc. as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

**9.** Deviation: The contractor must comply with the tender specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the contractor in the bid and accepted by DoT.

**10.** Award of Contract: DoT shall accept the lowest bid or any Tender and 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 there of and without incurring any liability to the affected bidders for the action of DoT.

**11.** Terms of Payment : The bills in duplicate will be submitted for any month in the first week of the following month to Assistant Director General , O/o DDG (TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R Block, Patna-800 001 for payment. The bills will be accompanied by log book vehicle wise.

**12.** Duration/Period of Contract : Normally contract will be for 1 (one) year from the date of agreement. However, extension for one more year / part thereof may be considered based on consent of both the parties. Fresh performance security as in para 7.1 will be submitted by the contractor for this.

**13. Termination of Contract:**

**13.1.** In case of any default by the Contractor and in any of the terms and conditions (whether General or Special), DoT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days notice in writing to the Contractor.

**13.2.** All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

**14. Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

**15. Jurisdiction of Courts :** The courts/any other Tribunal or Forum in Patna alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

**16. Insurance :** The Insurance cover protecting the agency against all claims applicable under the Workmen'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 DoT, the same shall be reimbursed/indemnified by the Contractor.

**17. Miscellaneous Conditions:**

**17.1.** Contractor shall in no case lease/transfer /sublet/appoint caretaker for services.

**17.2.** No other person except Contractor's authorized representative shall be allowed to enter DoT premises.

**17.3.** Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.

**17.4.** Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

**17.5.** The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.

**17.6.** Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.

**17.7.** Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

**17.8.** The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, contact numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

## Section-V

### **SPECIAL CONDITIONS OF CONTRACT**

1. The contractor shall provide Taxis (non AC) of Model March 2008 or later as per our requirement with well behaved skilled driver s having knowledge of routes of Bihar and repairs of cars and valid driving license and also having proper uniforms. The vehicle provided by the contractor must have proper and complete documents, which should be shown to the user, if asked for.

1.1. The vehicles shall be provided at office premises at O/o DDG (TERM), Bihar, 7<sup>th</sup> Floor, Telephone Bhawan, R Block, Patna-800 001, or at any other place within the jurisdiction of city of Patna as and when required on monthly basis upon intimation for the same to the Contractor/Agency. The vehicle may be used for journey to various stations of Bihar or neighbouring states without any extra payments.

1.2. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected.

1.3. The contractor shall maintain the log book as per Performa approved by DoT for every trip/requisition separately. The log book should be got signed from the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted in support of the bill for payment.

1.4. In case of breakdown/servicing/repair, the contractor shall provide alternate vehicle of same or upgraded Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.

1.5. The chargeable mileage will be the total mileage (i.e. from garage to garage) including the mileage from garage to DoT up to 10 Kms only (i.e. a distance of up to 5 Kms between the garage to DOT, is chargeable).

1.6. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 12 hours per day and Extra mileage will be over and above 1200 Kms in a month.

1.7. The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Patna.

1.8. In case if any vehicle is utilized below 1200 Kms in a month, balance Kms shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DoT.

1.9. Estimated number of vehicles to be hired is 2 (Two) that is 1 (One) Tata Indica & 1(One) Innova / Scorpio / Tavera / Xylo. However it should be clearly noted that Department shall place the order only as per the actual requirements from time to time. The actual requirement may vary by  $\pm 50\%$ .

1.10. The vehicles are required on monthly basis. However, the contractor shall increase or reduce the number of vehicles to be hired as and when specifically intimated by DoT in advance.

1.11. No sub-contracting is permissible. 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) , and son's wife

(daughter-in- law), daughter(s) & daughter 's husband ( son- in- law), brother(s) & brother's Wife, sister (s) & sister's husband (brother-in- law)

**1.12.** The tenderer(s) should give a certificate as per Annexure-V to the effect that none of his/her such relative is working in the units of DoT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. DoT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

## **2. DEDUCTION IN CASE OF VEHICLE NOT MEETING THE SPECIFICATION:**

**2.1.** The vehicle provided by the contractor must be in excellent condition with neat and clean interiors preferably with white seat covers. The contractor shall ensure proper cleaning, upkeep of interiors & seat covers of the vehicle. If the interior of the vehicle is not in good condition, the deduction to the extent of 1.5% of the total amount from the bill of that vehicle shall be made for that particular month.

**2.2.** The contractor shall ensure that vehicle reports at the time asked by the officer incharge of DoT for the vehicle. If vehicle reports beyond delay of more than half an hour, deduction of Rs.50/- per occasion shall be deducted from the bill of that vehicle.

**2.3.** In case of non-reporting/refusing to provide the requisite car, the cost of hiring of vehicle will be deducted on pro-rata basis. In addition, a penalty of Rs. 200/- per day will be levied besides any other penal action which may be even forfeiting of security deposit / termination of Contract and DoT will be free to hire the same from any other source(s).

**2.4.** In case of non availability of vehicles during extra hours a penalty of Rs. 100/- per occasion shall be levied.

**2.5.** DoT 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 DoT, which may even lead to termination of Contract.

## **3. Price variation:**

**3.1.** The rates quoted by the party shall be firm during the currency of contract.

**3.2.** The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, border tax, state 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 DoT.

**4. INSURANCE:** The provided vehicle must be fully and comprehensively insured covering the risk to the driver.

**5.** The tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of driver shall be viewed seriously, leading to even cancellation of contract.

**6.** Parking/ Toll charges / levies when the vehicle is taken to neighbouring state shall be paid by the contractor which will be reimbursed as per actual by DoT on production of documentary evidence.

**7.** One or more than one vehicle depending upon the requirement can be called at any time during the day and night.

**8.** No advance payment shall be made under any circumstances.

- 9.** 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.
- 10.** The work can be bifurcated among two or more parties at the sole discretion of DoT and no Contractor/agency shall have any objection to the same.
- 11.** The vehicle sent to the office on requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/passenger tax/border tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
- 12.** The bill in triplicate along with log book duly signed and stamped by the user of the vehicle or his representatives should be sent to the Assistant Director General, O/o DDG (TERM), 7<sup>th</sup> Floor, Telephone Bhawan, R Block, Patna-800 001 or any authorized officer for payment by the 5<sup>th</sup> of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. Further, bills relating to particular vehicle are required to be submitted in one batch on monthly basis in chronological order (1<sup>st</sup> of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to DoT for payment. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 13.** In case of non-availability of requisitioned vehicles, it will be the responsibility of the contractor to provide upgraded model (model not older than March 2008) at the same rates, terms and conditions with prior permission of DoT.

## Annexure-I

### CONTRACT FORM

This agreement is made this..... day  
.....between.....(hereafter called "The Agency")  
the first part which expression shall include his heirs, executors and  
administrators/their successors and Telecom Enforcement, Resource & Monitoring  
Cell, Bihar, Department of Telecom, herein after called "DoT", the second party, through  
ADG (TERM), Bihar herein after includes his successors and assignees, shown as under:-

That whereas the first part shall and will execute the work described as providing  
taxis/vehicles in DoT, Bihar as per all the terms and conditions given in notice inviting  
Tender dated .....as well as the bid/tender document 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 ADG (TERM), O/o. DDG TERM Bihar, Department of Telecom to make the  
payment as early 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.....,..... as in  
clause section II of the bid document 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 THIS ..... DAY OF.....2010.

Witness	(signature with seal) For The Agency
Witness	(signature with seal) For DoT

**ANNEXURE- II  
BID FORM**

Tender No.

Date.....

(Name and Address of the Tenderer)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide taxi in conformity, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of the Bid.

We undertake, if our Bid is accepted, to commence providing vehicles as per your Work Order.

If our Bid is accepted, we will submit to DoT the guarantees of a Scheduled Bank for a sum as mentioned in para 7.1 of "General condition of contract" as sum for the due performance of the Contract.

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.

Until a formal work order of contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this..... day of .....2010

Signature of Bidder in Capacity of

Duly authorized to sign the  
bid for and on behalf of .....

Witness.....

Tele No(s):-

Signature.....

Fax No(s)

Address.....

E-Mail Address:-

## ANNEXURE-III

### PERFORMANCE SECURITY BOND FORM

In consideration of the president of India (hereinafter called 'the Government') having agreed to exempt..... (herein after 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 for .....we, (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 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 for bear 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 the .....day of .....

For.....  
(Indicate the name of the bank)

Witness:-

Telephone No( s):-

STD Code-

FAX No.

E-mail Address:-

**ANNEXURE-IV**

**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE**

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I ..... ( Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> and no additional/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. .... Dated .....for Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

**ANNEXURE-V**

**CERTIFICATE REGARDING NEAR RELATIVES**

I ..... S/o ..... resident of .....  
hereby certify that none of my near relative(s) as defined in Section I V clause 1.0 in the tender document is/are employed in DoT. In case at any stage, it is found that the information given by me is false/ incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

**SIGNATURE OF BIDDER WITH NAME AND ADDRESS**

(In case of Proprietorship firm the certificate is to be given by the Proprietor, for Partnership firm by all Partners and in case of Limited Company by all the Directors of company)

ANNEXURE-VI

LETTER OF AUTHORISATION 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 of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are 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.

**FINANCIAL BID****FORMAT FOR QUOTING RATES FOR VEHICLES ON MONTHLY BASIS****Non-AC Innova / Scorpio / Tavera / Xylo**

<b>Sl. No.</b>	<b>Description</b>	<b>Rates in Figures</b>	<b>Rates in Words</b>
1.	Charges for 1200 Kms Per month in Rs. per month		
2.	Charges for Extra Km* (over 1200 Kms per month) in Rs. Per km		
3.	Charges for Extra hours (over and above 12 hrs. duty per day) in Rs. Per hour.		
4.	Outstation Night Charges per night in Rs. Per Night		
5.	Service tax, if any		
6.	Any other charges (Pl indicate)		

**Non-AC Tata Indica**

<b>Sl. No.</b>	<b>Description</b>	<b>Rates in Figures</b>	<b>Rates in Words</b>
1.	Charges for 1200 Kms Per month in Rs. per month		
2.	Charges for Extra Km* (over 1200 Kms per month) in Rs. Per km		
3.	Charges for Extra hours (over and above 12 hrs. duty per day) in Rs. Per hour.		
4.	Outstation Night Charges per night in Rs. Per Night		
5.	Service tax, if any		
6.	Any other charges (Pl indicate)		
7.			

The above rates are inclusive of statutory taxes as may be applicable (Except Service TAX).

Note :

1. There shall be no minimum mileage per day. Extra hours shall be over and above 12 hours per day (normal day shall be from 08.00hrs to 20.00hrs.) and Extra mileage will be over and above 1200 Kms in a month.

2. The outstation night charges shall be applicable only when vehicle will be taken outside the city limits of Bihar.

\* In case if any vehicle is utilized below 1200 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DoT.