



GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/o DEPUTY DIRECTOR GENERAL,
Telecom Enforcement, Resources & Monitoring - Ahmedabad,
1st Floor, P&T Administrative Building, Khanpur, AHMEDABAD -380 001

BID DOCUMENT

TENDER DOCUMENT

FOR

LIMITED TENDER FOR HIRING OF TAXIS

FOR USE IN

O/o DEPUTY DIRECTOR GENERAL,
Telecom Enforcement, Resources & Monitoring - Ahmedabad

Tender No.: DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011

Total No. of Pages - 19 (Nineteen)

Price Rs. 500/-

DEPARTMENT OF TELECOMMUNICATIONS
O/o DEPUTY DIRECTOR GENERAL,
Telecom Enforcement, Resources & Monitoring - Ahmedabad,
1st floor, P & T Administrative Building, Khanpur, AHMEDABAD-380 001

NOTICE INVITING TENDER

Sealed Limited Tenders are invited on behalf of the President of India from the eligible vendors for hiring of following type/category of Diesel driven (Non-A/C), Taxi registered vehicles of white colour not older than 2009 model:

Category	Type	Quantity
I	Indica (Tata)	01
II	Indigo (Tata) / Logan (Mahindra) / Dzire (Maruti)	01

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

The schedule of tender is as follows:

SN	Activity Description	Time Schedule
1	Tender No.	Tender No.: DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011
2	Cost of Tender document	Rs. 500/-
3	Estimated cost of tender	Rs. 4,50,000/- per annum
4	Sale of Tender Document	1030 Hours and 1330 Hours on all working days from 25-04-2011 to 12-05-2011.
5	Last date and Time of Receipt of tender document	1400 Hours of 12-05-2011.
6	Amount of EMD to be deposited.	Rs. 11250/-
4	Time and Date of Opening of Tender / Bid	1530 Hours of 12-05-2011.
5	Validity of tender	90 days from the date of Opening
6	Services to be offered	Hiring of Taxis
8	Duration of contract	One year from the date of award of contract with an option of extension for a further period of one year on the same rates, terms and conditions.

Intending eligible bidders may obtain Bid Document from ADG-I O/o DDG, TERM Ahmedabad, Department of Telecommunications, 1st Floor, P&T Administrative Building, Khanpur, AHMEDABAD - 380 001, on payment of Rs. 500/- (Rs. Five Hundreds only) (non refundable) through a crossed Demand Draft drawn on any Nationalized Bank payable at Ahmedabad in favour of "Communication Accounts Officer, O/o CCA, Gujarat Telecom Circle ".

Deputy Director General
TERM Ahmedabad

Copy to:

- Notice Board
- All bidders as per enclosed letter

SECTION I

CHECK LIST FOR BIDDERS

Sr. No.	Documents	Yes /No/ (N/a)
1.	Cost of Tender documents. DD No. Amt. Date	
2	EMD DD No. Amt. Date	
3	Whether all the Pages are seal and signed & properly tagged with all documents?	
4	Whether Bid form is filled up and signed?	
5	Whether Bidder's Profile is filled up?	
6	Whether attested copy of Registration of the firm is attached?	
7	Attested copy of Partnership Deed or proprietorship deed/ Memorandum of Association/ Articles as applicable.	
8	Documents of Experience of vehicles.	
9	Documents of ownership of vehicles.	
10	Attested copy of latest Income Tax return	
11	Attested copy PAN card	
12	Attested copy of Service Tax certificate	
13	(Annexure-I) Declaration that commercial vehicle of Model not older than 2009 will be supplied.	
14	(Annexure-II) Bio-Data of Bidder.	
15	(Annexure-III) Declaration regarding no relative working in DOT on Rs. 100/- Stamp Paper.	
16	(Annexure IV), Letter of Authorisation for attending tendering process, in original if applicable	
17	(Annexure VI) Declaration towards Non – tampering of tender document.	
18	(Annexure VII) Declaration on Rs. 100/- stamp paper about blacklist/non-blacklisted.	
19	Technical Bid	
20	Financial Bid (as per section V) to be submitted in separate sealed envelope.	

SECTION – II
GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should own at least one vehicle of required make in **white colour** (not older than 2009 Model) registered as Taxi. The same vehicle (or later model) is to be provided in case the bid is successful. The bidder shall submit full details of the vehicle as per Annexure-1 along with documentary proof.
- b) The bidder should have at least one-year experience certificate of satisfactory performance in similar services with Central Govt./state Govt./CPSU in last three years.
- c) The bidder shall be registered for Service Tax (if applicable) & Income Tax.

2. Documents required to be submitted along with the bid :

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

- a) Document showing ownership of one vehicle of required make in **white colour** (not older than 2009 model) in taxi category.
- b) Declaration that firm shall be able to supply both vehicles of white colour in taxi category (not older than 2009 model) (Annexure-1).
- c) The bidder shall furnish the particulars of the past performance with supporting documents (One year experience Certificate).
- d) Bid Security of required amount in form of Demand Draft/Bank Guarantee.
- e) Valid Service TAX Registration Certificate if applicable.
- f) Latest Income TAX return along with copy of PAN card if applicable.
- g) Documents regarding **registration of company under companies Act / Firm registration / Proprietorship/ partnership deed** as the case may be.
- h) Certificate of Near Relative not working in DOT as per (Annexure III). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)
- i) Declaration of Non-tampering of Document (Annexure VI).
- j) Declaration of non Blacklisting (Annexure VII). (To be executed & Attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder).
- k) Pre-receipt of refund of EMD.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in any respect may result in rejection of the Bid. **All the pages of the tender document and certificates shall be duly signed by the bidder.**

3. Packing Bid Documents:

- a) Tender should be submitted in **two covers**; **One** super scribing Technical Bid and **Second** Financial Bid and both the envelopes are in turn be put in another envelope and this envelope should be superscripted prominently as "**TENDER FOR HIRING OF TAXIS**". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.
- b) Tender will be opened in the presence of Bidders present on the due date of opening i.e. 1530 Hours of 12-05-2011. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in O/o DDG, TERM Ahmedabad custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Technical Bids Form**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- c) Financial Bid of the selected bidders only will be opened.
- d) Bidder shall furnish the documents as per **Technical Bid Form**.
- e) Rates should be quoted as per the schedule of Rates at **Section V** and should be enclosed to **Financial Bid Form**. The format of Financial Bid Form should not be changed in any manner. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format **along with the original tender document** and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

5. Bid Price

- a) The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the "Services to be provided".
- b) Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.
- c) The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- d) Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD)

- a) The bidder must deposit Rs 11250/- (Rupees Eleven Thousand Two hundred fifty only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Bank Guarantee /DD from any nationalized bank payable at Ahmedabad in favour of CAO O/o CCA, Gujarat Telecom Circle, Ahmedabad valid for 90 days from the date of tender opening.
- b) The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 10 of Section II and furnishing the performance security.
- c) The bid security may be forfeited
 - i. If the bidder withdraws his bid during the period of validity specified in the bid form.
 - ii. If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - iii. If the successful bidder fails to furnish performance security in accordance with Clause 10 of Section II.
- iv. A bid not secured in accordance with clause 5(a) shall be rejected by the DDG, TERM Ahmedabad as non-responsive and returned to the bidder.
- d) The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

- a) The bids should be duly sealed and addressed to DDG, O/o DDG, TERM Ahmedabad, and dropped in the Tender Box provided in the O/o DDG, TERM Ahmedabad Department of Telecommunications, 1st floor, P&T Administrative Building, Khanpur, AHMEDABAD - 380 001, on or before 15:00 hours of the due date.
- b) Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

- a) The bids shall be opened in the presence of the bidder or their authorized Representative, who wish to be present at the time of opening of bids on due date at their own cost.
- b) In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

- a) Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b) If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, O/o DDG, TERM - Ahmedabad will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by O/o DDG, TERM – Ahmedabad.
- c) O/o DDG, TERM - Ahmedabad shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section V and Evaluation of the bid as per Section VI.

- d) O/o DDG, TERM - Ahmedabad reserves right to counter offer price against price quoted by the bidder.

10. Performance Security

- a) The successful bidder shall be required to deposit an amount equal to Rs.45,000/- (Rs. Forty Five Thousand only) within 15 Days of issue of letter for conveying O/o DDG, TERM Ahmedabad's intention for accepting the bid as Performance Security. The failure to deposit the security deposit within prescribed time of 15 days may result in cancellation of bid / offer. In this regard the decision of DDG, TERM - Ahmedabad will be final.
- b) Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure V of the bid document or in the form of DD drawn from any nationalized bank payable at Ahmedabad in favour of CAO O/o CCA, Gujarat Telecom Circle, Ahmedabad.
- c) If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG, TERM , Ahmedabad to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Award of Contract

O/o DDG, TERM Ahmedabad shall consider placement of letter of intent to the bidder whose offer is found technically, commercially and financially acceptable. The bidder shall within 15 days of the issue of the letter of intent give his acceptance and sign agreement with O/o DDG, TERM Ahmedabad. The failure to signing of agreement within prescribed time of 15 days, may result in cancellation of bid / offer. In this regard the decision of DDG, TERM Ahmedabad will be final.

12. Right to vary Quantities

O/o DDG, TERM Ahmedabad reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.

13. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

14. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event DDG - TERM Ahmedabad may make the award to any other bidder at the discretion of DDG - TERM Ahmedabad or call for new bids.

15. Right to Accept or Reject

DDG, TERM Ahmedabad shall reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

16. Termination of Contract

- a) O/o DDG, TERM Ahmedabad may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts .
- i. If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the O/o DDG, TERM Ahmedabad
- ii. If the contractor fails to perform any other obligations under the contract agreement.
- b) O/o DDG, TERM Ahmedabad may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.
- c) Notwithstanding anything contained herein, O/o DDG, TERM Ahmedabad also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

17. Termination for Insolvency

DDG, TERM Ahmedabad may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

18. Miscellaneous Conditions:

- a) DDG, TERM Ahmedabad reserves the right to give a counter offer against price quoted by the bidder.
- b) DDG, TERM Ahmedabad reserves the right to disqualify such bidders for a suitable period who fail to honour their bids without sufficient ground.

19. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or

hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of O/o DDG, TERM - Ahmedabad as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

20. Arbitration

- a) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the O/o DDG, TERM Ahmedabad. In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the O/o DDG, TERM Ahmedabad or by whatever designation such officer may be called (herein after referred to as the said officer) and if the O/o DDG, TERM Ahmedabad or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the O/o DDG, TERM Ahmedabad or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or r-enactment thereof or any rules made thereof.
- b) The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be the office of O/o DDG, TERM Ahmedabad at Ahmedabad or such other place as the arbitrator may decide.

21. Set-Off (Recovery of Sum Due):

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by O/o DDG, TERM Ahmedabad and set-off the same against any claim of O/o DDG, TERM Ahmedabad for payment of a sum of money arising out of this contract or under any other contract made by contractor with O/o DDG, TERM Ahmedabad

22. Submission of Bill

Monthly bills shall be submitted in duplicate to the DDG, O/o DDG, TERM Ahmedabad, Ahmedabad along with the copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

23. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for the One year / part thereof will be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.

SECTION III **SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section II.
2. Office of (O/o) DDG, TERM Ahmedabad, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. All liabilities under any Act or Statute shall be of the contractor and under no circumstances shall O/o DDG, TERM - Ahmedabad assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible. **The bidder should own at least one Vehicle of required make in white colour (not older than 2009) registered as Taxi.** The second Vehicle should

be either owned by him/her or he/she should sign the lease deed with the owner of the vehicle and submit the same to the O/o DDG, TERM - Ahmedabad before signing of agreement with O/o DDG, TERM - Ahmedabad

6. The near relatives of all employees working in the Department of Telecommunications either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - i. Members of a Hindu Undivided Family;
 - ii. They are husband and wife.
 - iii. The one is related to the other in the manner as father, mother son (s), son's wife (daughter- in - law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) husband (brother-in-law).
7. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. O/o DDG, TERM - Ahmedabad shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to O/o DDG, TERM - Ahmedabad have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. The servicing shall be done on holidays and if vehicle is required on such days due to any exigency the contractor shall provide a substitute vehicle of same make and model. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
9. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/o DDG, TERM - Ahmedabad as and when demanded.
10. Shortage in utilizing the contractual 1500 Kms per month in any particular month **shall be adjusted over a period of subsequent three months.**
11. Change of commercial vehicle of same type and model will be allowed (For Second Vehicle) on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.
12. The vehicle may be used anywhere in the territorial jurisdiction of TERM Ahmedabad or beyond.
13. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
14. TDS applicable will be deducted from the payable amount of the bill.
15. Maximum 10 (ten) kilometres per day or the actual distance covered in round trip between User delivery address and the garage/normal parking place, whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/ normal parking place.
16. The contractor shall abide with all local/municipal/sate/central laws and regulations.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG, TERM - Ahmedabad office to contact them as and when required, during the period of the contract.
18. Payment of all kinds of Government taxes or duties for supplying vehicles in GUJARAT will be the liability of the contractor.
19. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the DDG, TERM – Ahmedabad.
20. The Service provider/contractor shall not engage any person below the age of 18 years.
21. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of O/o DDG, TERM - Ahmedabad authorized by DDG, TERM – Ahmedabad.
22. In case of night halt, only the night halt charges will be paid but the time from 7.00 PM to morning 9.00 AM will not be counted for extra duty hours.
23. The DDG , TERM Ahmedabad may , ask for both the Hired vehicles of the same category (Either Category I or Category II) instead of one for each category for any period during the contract , under same terms and conditions as for one for each category , but with the rate payable as per the approved rate for category of the Vehicle actually hired (i.e if Both the Hired Vehicles is of Category I the the rate payable will be as per approved rate of Category I and if Both the Hired Vehicles is of Category II then the rate payable will be as per approved rate of Category II). The decision of DDG, TERM Ahmedabad will be final.

SECTION IV
SERVICES TO BE PROVIDED

- 1. Service:** Provision of commercial vehicles (Taxi) with licensed drivers on hiring basis.
- 2. Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period (Of up to One Year) if agreed by the contractor and the O/o DDG, TERM - Ahmedabad on the same rate and terms and conditions.
- 3. Quantity:** Estimated number of vehicles to be hired is 2 (Two). The estimated requirement will be 2 (two) as defined in section V. However it should be clearly noted that Office of DDG, TERM - Ahmedabad shall place the order only as per the actual requirement from time to time. The contractor will be required to provide the two vehicles in any combination among the two categories (as specified in the NIT at page no. 2) as required by the DDG, TERM – Ahmedabad.
- 4. Duty hours:** The duty hours will be 10 hours on each day normally from 9.00 a.m. to 7.00 p.m. The actual duty hours shall be specified by users of vehicles as per requirement and may be variable. One weekly off shall be given. Actual days of holidays will be decided as per the requirement and convenience of the user of vehicle. The requirement of weekly off for driver is to be adjusted by the bidder by providing substitute driver. The timings are to be measured from reporting to the user to the time when vehicle is relieved by the user. Charges for extra duty hours after the 10 hour duty time will be paid when applicable.
- 5. Notice:** Telephonic intimation for requirement of vehicle shall be considered as notice.
- 6. Reporting Place & Jurisdiction:** Actual place of reporting shall be specified by users of vehicles
- 7. Counting of Distance:** The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms (i.e. to and fro=10 km) whichever is less.
- 8. Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to the Office of DDG, TERM - Ahmedabad. The DDG shall be the sole authority to determine the quantum of loss.
- 9. Penalties:**
 - i. In case of break down, vehicle has to be replaced by other vehicle immediately or within one hour. In case of non availability of suitable vehicle within one hour a penalty of Rs. 100/- per hour may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds two times in a month, an additional penalty of Rs. 300/- per break down shall be imposed.
 - ii. In case of non-availability of vehicle on a particular day, penalty of Rs.500/- per day shall be imposed in addition to deduction on pro-rata basis for that day.
 - iii. In case of non- availability of vehicles during extra hours penalty of Rs.200/- per occasion shall be imposed shall be imposed.
 - iv. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling officer shall have full powers to check up the meter and to take action to recover the actual loss to the O/o DDG, TERM - Ahmedabad
- 10. Special:**
 - i. Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.
 - ii. Payment of any Govt. Tax including service tax or duty for playing the vehicles in the service area will be liability of contractor.
 - iii. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips along with the monthly bill.

SECTION V
SCHEDULE OF RATES

I. Indica (Tata) – 1 No.

S.N.	Items	Rate in Words	Rate in Figures
1	Rate for first 1500Kms	Rs.....	
2	Rate beyond 1500Kms	Rs.....per Km	
3	Outstation night halt charges	Rs.....per Night	
4	Extra Hours (Beyond 10 Hours per day)	Rs.....per Hour	

II. Indigo (Tata) / Logan (Mahindra) / Dzire (Maruti) – 1 No.

S.N.	Items	Rate in Words	Rate in Figures
1	Rate for first 1500Kms	Rs.....	
2	Rate beyond 1500Kms	Rs.....per Km	
3	Outstation night halt charges	Rs.....per Night	
4	Extra Hours (Beyond 10 Hours per day)	Rs.....per Hour	

Note:

1. Rates should be inclusive of all taxes/duties (Central, State, and Municipal etc.)
2. Rates are to be quoted for both the Categories compulsorily.

Signature of the Bidder:

Name of the Bidder:

Date:

SECTION VI

EVALUATION FORMULA:

The following evaluation formula shall be used to determine the lowest bid.

I. Indica (TATA) (Non-A/C Diesel Driven) – 1 No.

SN	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms, say Rs. "X"	1	X
2	Rate beyond first 1500 Kms, Say Rs. "Y" /KM	500 kms	500Y
3	Outstation night halt charges, Say Rs. "N" per night	2	2N
4	Extra hours Charges, Say Rs. "H" per hour	20 Hours	20H
		Total Evaluated Cost = C1 =	X+500Y+2N+20H

II. Indigo (Tata) / Logan (Mahindra) / Esteem (Maruti) / Dzire (Maruti) (Non-A/C Diesel Driven) – 1 No.

SN	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms, say Rs. "X"	1	X
2	Rate beyond first 1500 Kms, Say Rs. "Y" /KM	500 kms	500Y
3	Outstation night halt charges, Say Rs. "N" per night	2	2N
4	Extra hours Charges, Say Rs. "H" per hour	20 Hours	20H
		Total Evaluated Cost = C2 =	X+500Y+2N+20H

Total Cost of Bid: C1 + C2 = _____

SECTION VII
FINANCIAL BID FORM

Tender No.: DDG/TERM/AHM/TAXIS/10-11

dated 11/03/2011

To,
DDG,
O/o DDG, TERM-Ahmedabad,
Ahmedabad

Dear Sir/Madam,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount will be deposited in the form of Demand draft drawn from any nationalized bank payable at Ahmedabad in favour of CAO O/o CCA , Gujarat Telecom Circle , Ahmedabad
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

Dated thisDay of 2011

Signature of

In Capacity of
Duly authorized to sign the bid for and behalf of
Witness.....
Address
Signature

SECTION VIII

BID SECURITY BOND
(Format of Bank Guarantee for EMD)

Whereas (Hereinafter called "the Bidder") has submitted its bid Datedfor hiring contract of commercial vehicles Tender No.: DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011 KNOW ALL MEN by these Presents that We of having our registered office at..... (herein after called "the bank") are bound unto..... O/o DDG, TERM Ahmedabad, at Ahmedabad, in the sum of Rsfor which payment will and truly to be made the bank binds itself, its successors and assigns by these presents.

THE Conditions of the obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a. Fails or refuses to execute the Contract, if required, or
 - b. Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to CAO O/o CCA, Gujarat Telecom Circle, Ahmedabad, 1st Floor, P&T Administrative Building, Khanpur, AHMEDABAD - 380 001 up to the above amount upon receipt of its first written demand from O/o DDG, TERM Ahmedabad without having to substantiate its demand, provided that in its demand O/o DDG, TERM Ahmedabad will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 6 of Section II of the bid document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

	Signature of Bank
	Name
	Signed in the Capacity of
Signature of Witness	Full Address of Branch
Name of Witness	Tel. No. of Branch
Address of Witness	Fax No. of Branch
Signature of Bidder	

Annexure I
DECLARATION

"I / We hereby declare that I/We have carefully gone through the terms & conditions of **Tender No.: DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011** in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full".

"I / We Declare that I/We will be supplying the following taxi or a taxi of same make, colour and same or later model.

1. Model of Vehicle:
2. Registration number:
3. Year of Manufacture:
4. Colour:
- 5.

"I also declare that the other vehicle of required make, model and colour shall also be supplied by me."

1) Signature of the Part : _____
Full Name in Block Letters: _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____
Res. _____

Annexure II
BIO DATA OF THE BIDDER

1) Name & Address of Firm/Party: _____

Telephone Number (O) _____
(R) _____
(Mobile) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____
(Attested copies of partnership deed _____
should invariably be attached along _____
with Authorisations)

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

Annexure III

DECLARATION REGARDING NEAREST RELATIVES WORKING IN D.O.T.

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/-stamp paper by the bidder)

I/ We declare: -

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

OR

The details of my near relatives working in DOT are as under:

Sr. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the O/o DDG, TERM-Ahmedabad immediately.
4. i) That I /We shall intimate the names of persons working in DOT related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of either any unit of DOT.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held by O/o DDG, TERM-Ahmedabad .
6. If at any time, it is found that the information given in the above appendix is incorrect/ incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice i.e.to the rights of the O/o DDG, TERM - Ahmedabad to debar the firm from entering into future contracts.

Place:

Signature:

Date:

Name:

(Capacity in which he is signing)-----

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

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o DDG, TERM-Ahmedabad on or before date of bid opening)

To,
DDG, TERM-Ahmedabad
Ahmedabad

Sub: Authorisation for attending bid opening on _____ (date) in the tender of _____

Following person is authorised to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorisation as prescribed above is not received.

Annexure V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General, Department of Telecommunications, TERM-Ahmedabad (hereinafter called DDG-Ahmedabad) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfilment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to DDG-Ahmedabad, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG – Ahmedabad , by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG-Ahmedabad stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG-Ahmedabad, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG-Ahmedabad in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.
3. We undertake to pay to the DDG-Ahmedabad, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the DDG-Ahmedabad under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG-Ahmedabad certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with the O/o DDG , Ahmedabad that the O/o DDG , Ahmedabad shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the O/o DDG , Ahmedabad , against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of O/o DDG ,Ahmedabad or any indulgence by the O/o DDG , Ahmedabad, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the O/o DDG, TERM Ahmedabad.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

Annexure VI
DECLARATION

I / We declare that:-

Proprietor/ Partner(s)/ Director(s) of M/S. _____
hereby declare that I / We has/have not been tampered the tender document vide Tender No.:
DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011

Signature -----

Name -----

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

ANNEXURE-VII
DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART
IN GOVT. TENDER BY DOT/GOVT. DEPT

(To be executed & Attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the
bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s. -----
hereby declare that the firm/company namely M/s. -----
has not been blacklisted or debarred in the past by DOT any other Government organization from
taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. -----
hereby declare that the firm/company namely M/s. -----
-----was blacklisted or debarred DOT, Government Department from taking part in
Government tenders for a period of -----years w.e.f.-----The period is over on-----
-and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be
rejected/cancelled by O/o DDG, Ahmedabad and EMD/SD shall be forfeited.

In addition to the above O/o DDG, Ahmedabad will not be responsible to pay the bills for any
completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

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

Seal of the firm should be Affixed

Date:

Signature of Bidder with seal

Annexure-VIII
PRE RECEIPT
FOR REFUND OF EARNEST MONEY

Received with thanks from Communication Accounts Officer, O/o DDG, TERM Ahmedabad, Ahmedabad a sum of Rs. -----/- (Rs -----) only, towards refund of Earnest Money Deposit paid in respect of Tender for "**TENDER FOR HIRING OF TAXIS**" in O/o DDG , TERM Ahmedabad

Tender No. : DDG/TERM/AHM/TAXIS/10-11 dated 11/03/2011

Date:

Signature of Bidder

(on one rupee revenue stamp)

Place:

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

Name & Address:

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Registered (Attach Photocopy as a proof) Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Tick as applicable a. Registered under Companies Act b. Partnership deed c. Registered as firm d. Proprietorship deed	
3.	Income Tax Permanent account Number (PAN): (attach Proof along with copy of latest Income tax return)	Yes <input type="checkbox"/> <input type="checkbox"/> No
4.	Valid Service Tax Registration certificate: (attach Proof if applicable)	Yes <input type="checkbox"/> <input type="checkbox"/> No
5.	Declaration that firm shall be able to supply two vehicles in taxi category:	Yes <input type="checkbox"/> <input type="checkbox"/> No
6.	Past performance Experience certificate:	Yes <input type="checkbox"/> <input type="checkbox"/> No
7.	Document showing ownership of one vehicle of required make (not older than January 2009 model) in taxi category:	Yes <input type="checkbox"/> <input type="checkbox"/> No
8.	Bid security of required amount in form of Demand Draft/ Bank Guarantee:	Yes <input type="checkbox"/> <input type="checkbox"/> No

DATE**SIGNATURE****SEAL**