



GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & IT  
DEPARTMENT OF TELECOMMUNICATIONS  
O/O DEPUTY DIRECTOR GENERAL(TERM) GUJARAT  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
1<sup>st</sup> Floor, P&T Administrative Building, Khanpur, AHMEDABAD -380 001

## **BID DOCUMENT**

TENDER DOCUMENT

FOR

## **“TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES”.**

FOR USE IN

O/o THE DEPUTY DIRECTOR GENERAL  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, GUJARAT  
(AHMEDABAD)

**Tender No:TERM/GUJ/Tender/Vehicle-Hire/2011-12 Dated:**  
**18/05/2011**

Total No. of Pages - 28 (Twenty Eight)

Price Rs. 500/-

**DEPARTMENT OF TELECOMMUNICATIONS  
O/O THE DEPUTY DIRECTOR GENERAL  
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,  
GUJARAT, AHMEDABAD**

**NOTICE INVITING TENDER**

Sealed Tenders are invited on behalf of the President of India for hiring of non A/C, Diesel driven, Taxi registered vehicle/car of white colour, not older than **June 2009** model from the prospective contractors who can supply minimum one VEHICLE for TERM office of DoT, GUJARAT

Category	Type	Quantity
1	TATA INDIGO or Higher	1
2	TATA INDICA or Higher	2

The schedule of activity is as follows:

Sr No.	Activity Description	Time Schedule
1	Tender No.	TERM/GUJARAT/Tender/Vehicle-Hire/2011-12 Dated:18/05/2011
2	Time and last date of issue of Bid Document	Between 10:00 Hours and 17:00 Hours on all working days from 18-05-2011 to 08-06-2011.
3	Time and last date of depositing tender / Bid	15:00 Hours of 09/06/2011.
4	Time and Date of Opening of Tender / Bid	15:30 Hours of 09/06/2011.
5	Minimum Validity of tender offer	90 days from the date of Opening
6	Services to be offered	Hiring of Light Commercial Vehicles / Cars
7	Estimated cost of tender	Rs. 7,00,000/-
8	Amount of EMD to be deposited	Rs.14,000/-
9	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 O/o the DDG, TERM Cell, GUJARAT, 1<sup>st</sup> 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, Ahmedabad " on any working day ( i. e. Monday to Friday from 10.00 Hrs. to 17.00 Hrs) till 08/06/2011.

Tender 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 (With declaration of Non Tampering of Bid Document, as per Annexure-VI), but the cost of the tender document (i.e. Rs 500 only) in the form of DD in favour of "Communication Accounts Officer O/o CCA, GUJARAT Telecom circle, Ahmedabad "is to be enclosed along with requisite Bid security and other documents, failing which the tender will be out rightly rejected.

ADG (TERM) GUJARAT  
O/O DDG (TERM), GUJARAT



## **SECTION – II**

### **GENERAL (COMMERCIAL) CONDITIONS**

#### **1. Eligibility Conditions**

- a) The bidder should own at least one Vehicle (**not older than June 2009**) registered as Taxi of category as listed or higher.
- b) The bidder shall submit full details of the vehicle, and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than June 2009 (Annexure-1).
- c) The bidder shall be registered for service Tax, Income Tax, and Registrar of company, as applicable.

#### **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 (not older than **June 2009** model) in taxi category of required type of Vehicle or higher.
- b. Declaration that firm shall be able to supply at least one vehicle in taxi category (not older than **June 2009** model) of required type (Annexure-1) or higher.
- c. Bid Security of required amount in form of Demand Draft/Bank Guarantee.
- d. Valid Service TAX Registration Certificate if applicable
- e. Latest Income TAX return along with copy of PAN card, if applicable.
- f. Registration with registrar of the company under companies act / firm registration / proprietorship / **partnership deed or article / Memorandum of Association** as the case may be.
- g. 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)
- h. Declaration of Non-tampering of Document in case of Downloaded Tender (Annexure VI).
- i. Declaration of non Blacklisting (Annexure VII). ( To be executed & Attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder)
- j. 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 every 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 LIGHT COMMERCIAL VEHICLES"**. 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. All the envelopes should also have the name of bidder.
- b) Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15:30 Hours of **09/06/2011**. 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) 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) The **technical bid envelope** should contain EMD, cost of tender, and all other relevant document as per Clause 2 of Section II, entire tender document completely filled, signed and stamped on every page (except section V containing schedule of rates and Section VII Financial Bid Form.)
- e) The Financial Bid Envelope should contain the schedule of Rates at **Section V** and **Financial Bid form at Section VII**. 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

- I. 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".
- II. 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.
- III. 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.
- IV. 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)

- 6.1 The bidder must deposit Rs 14,000/- (Rupees Fourteen Thousands 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.
- 6.2 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.
- 6.3 The bid security may be forfeited
  - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
  - b) If the successful bidder fails to sign contract within 7 days of the issue of letter of intent.
  - c) If the successful bidder fails to furnish performance security in accordance with Clause 10 of Section II.
  - d) A bid not secured in accordance with clause 5 (i) shall be rejected by the DDG (TERM), GUJARAT office as non-responsive and returned to the bidder.

- e) If the bidder is not able to provide the vehicle after signing the contract from the date decided by the DDG TERM Gujarat. (The date will normally be the first day of next calendar month.)
- 6.4 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 ADG(TERM) O/O DDG,TERM Cell, GUJARAT, and dropped in the Tender Box provided in the O/o DDG, TERM Cell, GUJARAT, 1<sup>st</sup> 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.
- b. In case the date fixed for the opening of the bids is declared as holiday, 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), GUJARAT 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), GUJARAT.
- c. O/o DDG(TERM), GUJARAT 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), GUJARAT 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.70,000/- (Rs. Seventy Thousands only) within seven days of conveying O/o DDG (TERM)'s intention for accepting the bid as Performance Security.
- b. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure V of the bid document. The bidder may also convey in writing that that instead of submitting performance bank guarantee, the equivalent amount may be deducted by the O/o DDG (TERM) Gujarat from the amount payable to the contractor in lieu of the services provided and same may be kept as performance security ( in addition to the conversion of the bid

security amount).

- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG (TERM), GUJARAT to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.
- d. In case, the period of contract is extended after one year for additional one year or any part of that than fresh PBG is to be submitted by the contractor of the same amount for next one year validity, irrespective of the period of extension. In case, the PBG is not submitted within seven days than the equivalent amount may be deducted by the O/o DDG (TERM) Gujarat from the amount payable to the contractor in lieu of the services provided and same may be kept as performance security

### **11. Award of Contract**

O/o DDG (TERM), GUJARAT shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with O/o DDG (TERM), GUJARAT.

### **12. Right to vary Quantities**

O/o DDG (TERM), GUJARAT reserves the right to increase or decrease the required quantity **"by one vehicle"** of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions. The maximum number of vehicles hired may be two in each category and the minimum number of vehicles hired may be even Zero in any of the category.

### **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 O/o DDG (TERM), GUJARAT may make the award to any other bidder at the discretion of O/o DDG (TERM), GUJARAT or call for new bids.

### **15. Right to Accept or Reject**

O/o DDG (TERM), GUJARAT 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**

16.1 O/o DDG(TERM), GUJARAT may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts .

- a) 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), GUJARAT.
- b) If the contractor fails to perform any other obligations under the contract agreement.

- 16.2 O/o DDG (TERM), GUJARAT 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.
- 16.3 Notwithstanding anything contained herein, O/o DDG (TERM), GUJARAT 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**

O/o DDG (TERM), GUJARAT 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:**

- 18.1 O/o DDG (TERM), GUJARAT reserves the right to counter offer price against price quoted by the bidder.
- 18.2 O/o DDG (TERM), GUJARAT reserves the right to disqualify such bidders for a suitable period who fail to honour their bid 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),GUJARAT 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**

20.1 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), GUJARAT, 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),GUJARAT or by whatever designation such officer may be called (herein after referred to as the said officer ) and if the O/o DDG(TERM), GUJARAT 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), GUJARAT 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.

20.2 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.

20.3 The venue of the arbitration proceeding shall be the office of O/o DDG (TERM), GUJARAT 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), GUJARAT and set-off the same against any claim of O/o DDG (TERM) 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), GUJARAT.

**22. Terms of Payment:**

Payment shall be made within 30 days from the date of receipt of bill in the O/o DDG (TERM), GUJARAT. Monthly bills shall be submitted separately for each vehicle in duplicate to the O/o DDG (TERM), GUJARAT, Ahmedabad along with the copy vehicle registration book and the copy of the log book vehicle (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 DDG (TERM), GUJARAT, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall O/o DDG (TERM), GUJARAT 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 (not older than June 2009) registered as Taxi, of the required type or higher.** The second (and third and so on) Vehicle(not older than June 2009 and registered as Taxi) should be either owned by contractor or contractor should sign the lease deed with real owner of the vehicle and submit the same to the O/O DDG (TERM) before signing of agreement with O/o DDG (TERM) GUJARAT. **But, among the all vehicles provided to the O/o DDG TERM Gujarat after signing the contract, at least one vehicle must be owned by the contractor.** The lease deed should clearly mention the payment terms between the owner of vehicle and the contractor. In any case, the O/o DDG

TERM Gujarat will not deal with the owner of leased vehicle or any other person and all responsibility regarding supply of proper vehicle lies with the contractor. In case if vehicle is changed during the contract period than again contractor should sign the lease deed with real owner of the vehicle and submit the same to the O/O DDG (TERM) before deploying the vehicle to O/o DDG (TERM) GUJARAT.

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:
  - 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), 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), GUJARAT 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), GUJARAT have to be suitably compensated by contractor.
8. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, O/o DDG(TERM), GUJARAT will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability. **When the vehicle is sent for the servicing than for that day any other vehicle of same or higher type is to be provided up to the satisfaction of the user.**
9. Regular checking of meter by the designated transport authority may be done by the contractor and copy of the requisite certificate is to be produced in every three months to O/o DDG (TERM), GUJARAT. In addition to this the certificate may be demanded as and when the user feels the need.
10. Shortage in utilizing the contractual 1500 Kms per month in any particular month **shall be adjusted over a period of subsequent three months. In case of bill for the last month of the contract period, the payment will be done on pro-rata basis.**
11. The vehicle may be used any where in the territorial jurisdiction of GUJARAT Telecom Circle and even outside the jurisdiction as per the need basis. The vehicle engaged by the O/o DDG TERM Gujarat is considered to be associated with the office and hence the same should not be used by any other organization or person during contract period. **Hence, the vehicle engaged for providing the service to the O/o DDG TERM Gujarat cannot be used as taxi on part time basis during contract period. If it is found that the vehicle is used as taxi after office hours or on holidays or when the controlling officer is on leave etc., than it will be considered as the sufficient reason to blacklist the contractor for a period of at least one year.**
12. Change of vehicle with similar type or higher will be allowed during break down of contract vehicle and with written approval of controlling officer.
13. TDS applicable will be deducted from the payable amount of the bill.
14. The vehicle is to be parked as per the parking place decided by the controlling officer. The parking place may be the office premises or any other place. In such

cases, the usage will be counted from the parking place and no additional mileage will be given. If the controlling officer does not want the vehicle to be parked at office premises or any other place of his choice than maximum 10 (ten) kilometres per day or the actual distance covered in round trip between user delivery address and the garage (provided by vehicle owner), 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 (at the start of month and also along with the monthly bill) of garage / normal parking place.

15. The contractor shall abide with all local/municipal/sate/central laws and regulations.
16. Payment of all kinds of Government taxes or duties for supplying vehicles in GUJARAT will be the liability of the contractor.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) GUJARAT office to contact them as and when required, during the period of the contract. In case, it is not possible to contact the driver, due to any reason, than the same will be intimated to the contractor on the number provided in "Bidder's bio data". It will be the responsibility of the contractor to make alternate arrangement of the driver and vehicle.
18. 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), GUJARAT.
19. The Service provider/contractor shall not engage any person below the age of 18 years.
20. **O/o DDG (TERM), GUJARAT reserves the right to award the tender to more than one bidders, even each for one vehicle.**
21. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by user or any officer of TERM Cell, GUJARAT authorized by DDG (TERM), Gujarat.
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 duty hours.

#### **SECTION IV** **SERVICES TO BE PROVIDED**

1. **Service:** Provision of commercial vehicles/Cars (Taxi), with licensed drivers, registered commercials vehicles on hiring basis for running in GUJARAT.
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), GUJARAT on the same rate and terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is 3 (THREE). However it should be

clearly noted that Office of DDG (TERM), GUJARAT shall place the order only as per the actual requirement from time to time. The maximum number of vehicle may be up to two in each category and minimum number may be even zero in any of the category.

- 4. Duty hours:** 300 hours in a calendar month. **The vehicle has to be available on all the days of the months.** The contractor has to make the arrangement of the alternate driver to provide the weekly off to the driver. The actual duty hours per day shall be specified by users of vehicles as per the requirement. The duty hours should be compulsorily recorded in log book.
- 5. Notice Period:** For regular requirements one hour in advance. The telephonic intimation to the driver or contractor shall be considered as notice.
- 6. Reporting Place & Jurisdiction:** The reporting place may be any place within the jurisdiction of the Office of DDG (TERM), GUJARAT. Actual place of reporting shall be specified by users of vehicles and may vary from time to time. Vehicle shall be required to run to any station within the territorial jurisdiction of GUJARAT.
- 7. Counting of Distance:** The vehicle is to be parked as per the parking place decided by the controlling officer. The parking place may be the office premises or any other place. In such cases, the usage will be counted from the parking place and no additional mileage will be given. If the controlling officer does not want the vehicle to be parked at office premises or any other place of his choice than 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 whichever is less. For this purpose, the contractor will have to submit the address (at the start of month and also along with the monthly bill) of garage / normal parking place.
- 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), GUJARAT.
- 9. Penalties:**
  - I. The vehicle is to be made available at any time as and when required (including Sundays and public holidays). In case of non-availability of vehicles penalty of Rs.1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day. (The intimation to driver and/or contractor about requirement of vehicle and than non availability of vehicle within one hour is sufficient to impose the penalty.)
  - II. In case of break down, vehicles have to be replaced by other vehicle (of similar type or higher) immediately or within not more than one hour. In case of non availability of suitable vehicle (of similar type or higher) within one hour, a penalty up to Rs. 500/- 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, a penalty of Rs. 1000/- per break down shall be imposed.
  - III. In case of non-availability of vehicles during any specific time (Say other than office hours) Penalty of Rs.1000-/ per occasion shall be imposed. However, deduction at pro-rata basis for that day shall not be done. (The intimation to driver and/or contractor about requirement of vehicle and than non availability of vehicle within one hour is sufficient to impose the penalty.)
  - IV. In case, the vehicle provided is of required type as per contract, but the model of vehicle (Month & Year of manufacture) is older than the June 2009 than the penalty of Rs. 300/- per day will be imposed.
- 10. Special:**
  - I. Intending bidder must have a telephone/mobile number where requisition of

Vehicles can be conveyed all the 24 Hrs. **Telephone/mobile Number must be specified in the biodata of bidder.**

- 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.

**11. Fuel (Diesel) rate increase compensation:** The Fuel (Diesel) rate increase compensation will be provided. The rates of diesel on the date of contract will be recorded. Based on the rates of diesel on the first date of calendar month will be calculated. For this purpose, it will be compulsory to produce the receipt of diesel refill for that particular vehicle only from any of the CPSU petrol pump like HP,IOC,BP. If the receipt of fuel refill on the first day of month is not produced along with the bill, than the benefit of Fuel (Diesel) rate increase will not be given. The additional amount to be paid on account of **"Fuel (Diesel) rate increase"** for a particular month will be done as per the following formula:

$$\text{Amount} = (A \times B)/20$$

Where

- A= Increase in rates of fuel in completed rupees as on first date of month as compared to the date of contract)  
B= Total completed KM during the Month

For example: If the rate of fuel on the date of contract (Say 01/06/2011) is Rs. 39.03 per litre, and the rate of fuel on first date of any month (Say 01/12/2011) is Rs. 43.97. Total KM run in any particular month (Say December 2011) is 1619 KM.

As  $(43.97-39.03=4.94)$ , but A will be taken as 4 only as "increase in rates of fuel in completed rupees as on first date of month completed".

Than the Fuel rate increase compensation for the month of December 2011 will be:

$$\text{Fuel rate increase compensation} = (4 \times 1619) / 20 = \text{Rs. } 323.80$$

In case of any dispute in calculating the amount for fuel rate increase compensation, the decision of DDG TERM Gujarat shall be final and binding.

## **SECTION V**

### **SCHEDULE OF RATES**

#### **Vehicle as listed**

##### **1. Tata Indigo or higher (Non A/C , Diesel driven): (Scheduled Works) Monthly KM hire slab:**

S.N.	Items	Rate	Rate in words
1	Rate for first 1500 Kms per Month.		
2	Rate beyond 1500 Kms	Rs..... per Km	Rs. Per KM
3	Outstation night halt charges	Rs. 150/-per Night	Rs. One Hundred fifty per Night
4	Extra Hours (After 300 Hrs in a month)	Rs. 50/- per Hour	Rs. Fifty per Hour

Note:**Rates should be inclusive of all taxes/duties (Central, State, and Municipal)**

Certified that I have quoted the above rates all inclusive in figures and words and I am agreeable to the terms and conditions of the Tender Schedule.

Place:

Date:

Signature of the Bidder with Seal

##### **2. Tata Indica or higher (Non A/C , Diesel driven): (Scheduled Works) Monthly KM hire slab:**

S.N.	Items	Rate	Rate in words
1	Rate for first 1500 Kms per Month.		
2	Rate beyond 1500 Kms	Rs..... per Km	Rs. Per KM
3	Outstation night halt charges	Rs. 150/-per Night	Rs. One Hundred fifty per Night
4	Extra Hours (After 300 Hrs in a month)	Rs. 50/- per Hour	Rs. Fifty per Hour

Note:**Rates should be inclusive of all taxes/duties (Central, State, and Municipal)**

Certified that I have quoted the above rates all inclusive in figures and words and I am agreeable to the terms and conditions of the Tender Schedule.

Place:

Date:

Signature of the Bidder with Seal

## **SECTION VI**

**EVALUATION FORMULA:** The evaluation will be done separately for both the categories of vehicle as per the following procedure. (The lowest bidder may be different for different categories of vehicle)

### **1. Tata Indigo or higher (Non A/C , Diesel driven):**

Sr.No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms per month (Say Rs. X)	1	X
2	Rate beyond first 1500 Kms (Say Rs.Y per KM)	500 kms	500*Y
		<b>Total Evaluated Cost-&gt;</b>	X+(500*Y)

**Total Cost of Bid:** \_\_\_\_\_

### **2. Tata Indica or higher (Non A/C , Diesel driven):**

Sr.No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms per month (Say Rs. X)	1	X
2	Rate beyond first 1500 Kms (Say Rs.Y per KM)	500 kms	500*Y
		<b>Total Evaluated Cost-&gt;</b>	X+(500*Y)

**Total Cost of Bid:** \_\_\_\_\_

**SECTION VII**

**FINANCIAL BID FORM**

**Tender No.: TERM/GUJARAT/Tender/Vehicle-Hire/2011-12 Dated: 18/05/2011**

**To,  
ADG (TERM)  
O/o DDG (TERM), GUJARAT  
Ahmedabad**

Dear Madam/Sir,

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged. I/We, understand, and offer to provide commercial vehicles in conformity with the conditions of contract for the sum shown in the price schedule 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 may be deducted in equal monthly instalments from our bill as Performance security for the due performance of the contract.
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 this .....Day of ..... 2011

Signature of the authorized person

Name.....

Address .....

Stamp

## **SECTION VIII**

### **BID SECURITY BOND** **(Format of Bank Guarantee for EMD)**

Whereas ..... (Hereinafter called "the Bidder") has submitted its bid Dated ..... for hiring contract of commercial vehicles Tender No. TERM /GUJARAT/ Tender/Vehicle-Hire/2011-12 Dated: 18/05/2011 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), GUJARAT, at Ahmedabad, in the sum of Rs ..... for 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, 1<sup>st</sup> Floor, P&T Administrative Building, Khanpur, AHMEDABAD -380 001 up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand ADG (TERM) O/o DDG 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 6.1 of Section I 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 Witness	Signature of Bank
Name of Witness	Name
Address of Witness	Signed in the Capacity of
	Full Address of Branch
	Tel. No. of Branch
	Fax No. of Branch
Signature of Bidder	

**DECLARATION**

"I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. TERM/GUJARAT/Tender/Vehicle-Hire/2011-12 Dated: 18-05-2011 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 commercial vehicle of Model not older than June 2009".

"I / We Declare that I/We do have the ownership of at least one commercial vehicle of required category or higher of Model not older than June 2009" The detail of vehicle is given below and necessary documents are enclosed.

1) Signature of the Party : \_\_\_\_\_  
Full Name in Block Letters : \_\_\_\_\_

Capacity in which the Tender is signed: \_\_\_\_\_

2) Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: Office \_\_\_\_\_  
Res. \_\_\_\_\_

3)Detail of ownership of vehicle (Enclose supporting document)

Make:

Model:

Registration Number:

**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 \_\_\_\_\_

6) Reference Number of Tender Offer 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) GUJARAT 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) GUJARAT.
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) GUJARAT 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 grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

To,  
DDG (TERM), GUJARAT  
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.

**PERFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of Deputy Director General, DoT, GUJARAT (hereinafter called DDG (TERM) GUJARAT) 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 (TERM), GUJARAT, an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM), GUJARAT, 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 (TERM), GUJARAT 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 (TERM), GUJARAT, 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 (TERM), GUJARAT 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 (TERM), GUJARAT, 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 there to 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 (TERM), GUJARAT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM), GUJARAT 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 (TERM), GUJARAT that the O/o DDG (TERM), GUJARAT 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 (TERM), GUJARAT, 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 (TERM), GUJARAT, or any indulgence by the O/o DDG (TERM), GUJARAT, 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), GUJARAT.

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.

**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: TERM/GUJARAT/Tender/Vehicle-Hire/2011-12      Dated: 18/05/2011

downloaded from the website [www.dot.gov.in](http://www.dot.gov.in).

Signature -----

Name -----

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

-----

**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 or 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 by DOT, or any other 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(TERM)GUJARAT, and EMD/SD shall be forfeited.

In addition to the above O/o DDG(TERM)GUJARAT, 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.

**PRE RECEIPT**  
**FOR REFUND OF EARNEST MONEY**

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

Tender No: TERM/GUJARAT/Tender/Vehicle-Hire/2011-12 Dated: 18/05/2011
---

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: \_\_\_\_\_

\_\_\_\_\_

**Required Vehicle Category:**

Category	Type	Quantity
1	<b>Tata Indigo or higher (Non A/C , Diesel driven)</b>	1
2	<b>Tata Indica or higher (Non A/C , Diesel driven)</b>	2

**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 Recognized / Registered (Attach Photocopy as a proof) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of ..... (please specify name)	
3.	Income Tax Permanent account Number (PAN) : (attach Proof along with copy of latest Income tax return)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Valid Service Tax Registration certificate : (attach Proof)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Declaration that firm shall be able to supply at least one Vehicle in taxi category	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Document showing ownership of one vehicle (not older than June 2009) in taxi category of required type or higher.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Bid security of required amount in form of Demand Draft/ Bank Guarantee.	<input type="checkbox"/> Yes <input type="checkbox"/> No

**DATE**

**SIGNATURE**

**SEAL**