



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
O/o Dy. Director General, Telecom Enforcement,
Resource & Monitoring Cell, Chennai
III Floor, Kellys Telephone Exchange Bldg.
22, Kellys Road, Chennai – 600 010.

BID DOCUMENT

**TENDER
FOR
HIRING OF VEHICLES
for O/o DDG (TERM), Chennai
Department of Telecommunications**

(Visit us at www.dot.gov.in)

Not Transferable

Price of Bid Document : Rs. 525/-



Government of India
Ministry of Communications & IT
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Chennai
III Floor, Kellys Telephone Exchange Bldg.
No.22, Kellys Road, Chennai – 600 010.

No.DDG/TERM/CHN/Tender/Vehicle/2010-11

dated 04.06.2010

TENDER NOTICE

Sealed tenders, on behalf of the President of India, are invited by the office of Dy. Director General, Telecom Enforcement Resource and Monitoring (TERM) Cell Chennai, Department of Telecom, Govt. of India from reputed, experienced and financially sound Registered Companies / Firms / Agencies having atleast two vehicles of their own and having experience in supplying light commercial vehicles for atleast three years during last five years to any Central/State Govt.organizations/ PSUs located in and around Chennai, under two Bid System, namely, Technical Bid and Financial Bid, for providing the services of the supply of taxi registered light commercial vehicles namely, two Non-A/c Ambassadors or equivalent Sedan vehicles, on a monthly hired basis, for a period of one year from the date of award of contract. The contract period may be extended by one more year if the need so arises. The vehicles meant for supply to this office should be Taxi registered vehicles with Yellow background Number plate with Black letters and possessing valid Tamilnadu and Puducherry States permit to travel mainly in the Chennai City Corporation limits and its suburban areas like Tiruvallur, Chengalpattu, Sri Perumbudur, etc.(i.e. Entire area of Chengalpattu SSA of BSNL) and Puducherry State. But if the need arises, the vehicles may be required to run anywhere in Tamilnadu State also. The present requirement is for two vehicles but the bidder must be able to supply one or more additional vehicles, if required, at a short notice of six hours prior to the requirement.

The details of vehicle requirement are as follows:

Sl.No	Description of the Service	Model	Quantity (Approx)	Estimated Cost (Rs.)
1.	Supply of Taxi registered vehicles (on a monthly basis)	Non A/C Ambassador or equivalent Sedan Vehicle(not older than May, 2006 model)	Two	4,00,000/-

Note: In addition to the above requirement of vehicles for regular office use, rates are also hereby called for, in the financial bid, for the supply of A/C vehicles for meeting contingency requirements of this office.

2. Intending and eligible bidders may obtain the Tender documents from the O/o DDG (TERM), DoT, Chennai, III Floor, Kellys Telephone Exchange Bldg., 22, Kellys Road, Chennai – 600 010, on payment of the cost of the tender form of Rs.525/- (Rupees Five Hundred and Twenty Five only) (non refundable and non-transferable) in the form of a Crossed Demand Draft drawn in favour of “Communication Accounts Officer, O/o CCA, Tamilnadu” in any of the Commercial Banks payable at Chennai on the days indicated in the schedule below:

3. Schedule:

**Date & time of issue/sale of Bid Document : 07/06/2010 to 28/06/2010
(Time 1030 hrs to 1330 hrs.)**

Last date & time for receipt of tenders : 29/06/2010 (Time 1500 hrs.)

Date & time for opening of Technical Bid : 29/06/2010 (Time 1530 hrs.)

Date & time for opening of Financial Bid. : To be notified later

**Place of Opening the Tender : O/o Dy. Director General,
TERM, Chennai, III Floor, Kellys
Telephone Exchange Bldg.,
22, Kellys Road, Chennai - 10**

**Validity of Tender : 90 days from the date of opening of
Tender.**

4. Bid document can also be downloaded from the website www.dot.gov.in. The downloaded document shall be treated as a valid document for participation in the tender, but the cost of the bid document (**i.e. Rs. 525/- only**) in the form of Crossed Demand Draft drawn in any of the Commercial Banks payable at Chennai in favour of “Communication Accounts Officer, O/o CCA, Tamilnadu” is to be enclosed at the time of submission of Bid document, failing which the bid will be summarily rejected.
5. The interested Firms/Agencies may put the Bid document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) and other requisite documents, up to 1500 hours on 29.6.2010 in the Tender Box kept in O/o DDG, TERM Cell, Chennai, III Floor, Kellys Telephone Exchange, 22, Kellys Road, Chennai – 600 010.

6. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DDG, TERM, DoT, Chennai, in this regard, shall be final and binding on all.
7. The bidder is expected to examine all instructions, forms, specifications, terms and conditions in the bid documents. Failure to furnish all information and documents required as per the bid documents, or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

Sd/
Assistant Director General
TERM Cell, Chennai
III Floor, Kellys Telephone Exchange Bldg,
22, Kellys Road, Chennai – 600 010

Section – I
Instructions to Bidders
Part of Technical Bid

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

Pre-Qualification Requirement for Bidders.

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

1. Name of the firm :
Address and Telephone Number
2. Name of the Contact Person :
Telephone/Mobile
Number
3. Name of the bank :
(With full address)
4. Bank Account Number :
5. PAN No. :
(Please enclose photocopy)
6. Registration with Sales Tax/Service Tax : Sales Tax Regn. No.....
(Whichever is applicable) :
(Please enclose photocopy) : Service Tax Regn. No.....
7. The bidder should send an affidavit (for proprietary firm)/ copy of partnership deed (for partnership firm)/registration certificate of the company (for Pvt. Ltd/Public Ltd Co).
8. The bidders should have at least two light commercial vehicles (Non A/c Ambassador or equivalent Sedan Vehicles) of model not older than May 2006 which are Taxi registered in the name of proprietor /partners of the firm. Details of the vehicles may be indicated against column 7(ii) in Section II.
9. The bidder shall give a clear declaration that the firm will be able to supply required numbers of Taxi registered vehicles of model not older than May 2006.
10. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover in favour of proprietor/partners/firm as documentary evidence in support of each vehicle.

Bidder's Sign and Stamp

11. The bidder should submit a copy of the latest Service Tax return.
12. The bidder should submit a crossed demand draft for Rs. 10,000/- (Rs. Ten thousand only) in favour of CAO, O/o C.C.A, Tamilnadu, payable in any commercial bank in Chennai, towards earnest money deposit (EMD). Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. **Bids not accompanied by the requisite amount of Earnest money shall be rejected summarily.**
13. The bidder should send a demand draft for Rs 525/- (Rs. Five Hundred Twenty Five only) in favour of “Communication Accounts Officer, O/o CCA, Tamilnadu”, payable in any commercial bank in Chennai, towards cost of bid document and a certificate as per Annexure-IV along with requisite EMD as mentioned in the para above & other documents, if downloaded document is submitted for participation in the tender. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. **Bids not accompanied by the requisite amount towards cost of bid document and EMD shall be rejected out rightly.**
14. **Financial Bid: -**

The financial bid duly signed and stamped is to be submitted in Envelope II duly superscribed as “**Financial Bid for the Tender for Hiring of Vehicles**”. Both Envelope-I (Technical bid) & Envelope II (Financial Bid), properly sealed, are to be put in a bigger cover which should also be sealed and superscribed as “**Tender for Hiring of Vehicles for O/o DDG, TERM, DoT, Chennai**” which is to be either sent by registered post addressed to Assistant Director General, O/o DDG (TERM), Chennai, 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai – 600 010 or dropped in the Tender box, provided for this purpose in the office premises, on or before the last date mentioned in the Tender schedule. The responsibility for ensuring that tenders are delivered in time would vest with the bidder. The DoT shall not be responsible if the bids are delivered elsewhere.

Date:

Bidder's Sign and Stamp

Section - II

Schedule of Requirement

Part of Technical Bid

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

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

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

(ii) Details of Ambassador & equivalent Sedan Vehicles and/or any other vehicle (not older than May 2006 model) owned by the bidder/bidders(incl. partners)/Company :

Sl. No	Regn. No	Make and model	AC/ Non-AC	Date of Purchase	Indicate petrol/ diesel/ driven CNG	Photocopy of RC/ Insurance enclosed
1						
2						
3						
4						

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

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

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

Date:

Bidder's Sign and Stamp

Section III

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

Technical Specifications

1. General:

Department of Telecommunication requires two non A.C. taxis for the official use of Telecom Enforcement, Resource & Monitoring Cell, Chennai having its office at Kellys Road, Chennai. It is therefore intended to enter into contract with taxi operator(s)/contractor(s) for a period of one year for hiring of these cars on “as and when required” basis. The period of one year is extendable by one more year if the need so arises at the same approved rates of this tender.

2. Scope of work:

2.1 The contractor shall provide two Ambassador or equivalent Sedan vehicles that are taxi registered vehicles not older than May 2006 without AC facility as per the requirement. The cars shall be provided at the Telecom Enforcement, Resource & Monitoring (TERM) Cell, Chennai or at any other place within the jurisdiction of city of Chennai as and when required on monthly basis upon intimation for the same. The vehicle may be used mainly for journeys to various stations of Chennai and its suburbs and Puducherry State. However, trips to rest of Tamilnadu may also be undertaken based on requirements arising from time to time. The extra expenditure, incurred by the contractor by way of payment of toll fee, parking charges, etc. for trips to Puducherry or to any other place in Tamilnadu State other than Chennai and its suburbs, wherever applicable, may be consolidated, on an actual basis, and claimed in that particular month's vehicle bill. The Dept. shall entertain such claims from the contractor only on submission of relevant proof of such payment to the Authorities concerned and shall reimburse the same. Parking fees collected at the Airports are also reimbursable by the Department on production of receipts.

2.2 However, it is the sole responsibility of the contractor to obtain and possess a valid permit (valid for entire period of the contract or more) from concerned RTA/ RTO Authorities that allows unhindered running of the vehicles throughout the states of Tamilnadu and Puducherry States.

2.3 The expenses, mentioned in para 2.1 as above, alone are reimbursable by the Department and not the expenses on permit fee, its renewal etc as indicated in para 2.2 which are to be borne by the contractor himself.

2.4 The Vehicles are required to be available on a five day week pattern normally, for ten hours daily, from Monday to Friday. However, as and when the need arises, the services may be availed on Saturdays, Sundays and on the days of Public Holidays also, with prior notice/intimation of six hours at no extra cost.

Bidder's Sign and Stamp

- 2.5 In addition to the above regular/normal requirement of two Non-A/c vehicles, A/c vehicles are required for catering to the contingency requirements like Departmental meetings, VVIP visits, visit of Senior Officers from DoT Hqs, etc. Hence, rates are hereby being called for for the same in the Financial Bid of the Tender Document. The Tenderer has to quote rates for all the items in the Financial Bid document and all the rates quoted in the Financial Bid are negotiable and the rates shall be awarded on a par or lower than the prevailing market rates and the rates approved by other PSUs like BSNL, etc that work on a six days a week pattern.
- 2.6 Since this office works on a five- days a week pattern, it is suggested that the basic rates to be quoted by the bidders shall be in conformity/proportion to the same. In case of award of contract, the prices shall remain firm for a period of one year.
- 2.7 The vehicles are required to run in Chennai Telephones area of BSNL including the erstwhile Chengalput SSA areas and Puducherry and if required, in rest of Tamilnadu area . Hence, the vehicles should possess valid RTA/RTO permit for plying in all of the above mentioned areas. **Except for the toll fee/parking fee /other misc. charges, if any, that are reimbursable, as mentioned in para 2.1 above, no extra charges shall be paid on the Kms run to/from Puducherry and rest of TN areas and the rates approved for Chennai City alone shall be allowed.**
- 2.8. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration No. is indicated against column 7(ii) in Section II. However, it devolves on the contractor to provide an alternative vehicle taken on lease; of equivalent status and above in lieu of non availability of the assigned vehicles. But the payment will be released with reference to the approved rates to the contractor.
- 2.9 The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge. The driver shall also be equipped with Mobile phone for connectivity.
- 2.10 The vehicle provided by the contractor must be in excellent condition, with neat & clean interiors preferably with white seat covers and have proper and complete documents, which should be shown to the user if asked for.

Bidder's Sign and Stamp

2.11 In case of non-availability of requisitioned car it will be the responsibility of the contractor to provide equivalent or upgraded model not older than May 2006 at the same rate. In case where the cars fitted with AC system are supplied against requisition of non AC vehicles, the Department will not utilize the AC system. Accordingly ordinary charges only will be paid.

2.12 The drivers of the vehicle will maintain Log books/Trip sheets. The entries in the log book/Trip sheets must be got certified and got signed from the officer using the vehicle and deposit the same at the end of each month's duty with the officer in-charge, Department of Telecom.

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

Date:

Bidder's Sign and Stamp

Section-IV
GENERAL CONDITIONS OF CONTRACT
(To be kept duly signed and stamped in Envelope-I)

1. Receipt and opening of Tenders :

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

2. Preparation of Tender :

- 2.1. The bidders are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender documents.
- 2.2. All rates shall be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures the rates indicated in the words shall prevail. All overwriting/cutting, insertion needs to be authenticated.

3. Submission of Tenders :

- 3.1. Section I to V and Earnest Money Deposit should be submitted in one envelope as Part-I – “Technical Bid” duly signed and stamped on each page for having accepted the General and Special Terms and Conditions and Section VI (Financial Bid) in another Envelope as Part-II – “Financial Bid” and both the sealed envelopes be placed in another big cover superscribing “Tender for Hiring of Vehicles for O/o DDG, TERM, DoT, Chennai” addressed to Assistant Director General, O/o DDG (TERM) Chennai, 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai – 600 010. Part-II - “Financial Bid” of those Agencies/Parties who fulfill the Terms & conditions as specified in Section I to V will only be opened separately. **In the context of this tender, wherever the words the Department or Department of Telecommunication or its acronym, DoT are mentioned in the Tender Document, the same refer to the O/o DDG (TERM), Chennai, 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai – 10 and its officers/staff unless specified otherwise.**

Bidder's Sign and Stamp

- 3.2 The tenders should be put in a Tender box which is placed in the office premises at O/o DDG (TERM), Chennai, 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai – 10 or shall be delivered in person upon obtaining receipt. The Department of Telecommunications would not be responsible for any misplacement/loss/ late receipt of the tender.
- 3.3. Only tenders complete in all respect and received on or before the due date and time shall be considered.
- 3.4. Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 3.5. Department of Telecommunication reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 3.6. Department of Telecommunication reserves the right to award the contract to one or more parties.
- 3.7. The quotation shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- 3.8. The bidders should satisfy themselves before submission of the tender to Department of Telecommunication that they meet the qualifying criteria and capability as laid down in the tender documents.
- 3.9. The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DoT prior to the deadline prescribed for submission and opening of bids.
4. **Cost :** Bidders are requested to quote firm price. No cost escalation will be accepted for payment for the supplies/service unless specifically mentioned by the DoT in the tender document.

5. Earnest Money Deposit :

- 5.1. Bidders shall submit along with the bid document, an Earnest Money Deposit amounting to Rs.10,000/- (Rs. Ten thousand only) as specified in Section-I in any commercial bank in the form of crossed demand draft drawn in favour of “Communication Accounts Officer, O/o C.C.A, Tamilnadu” Payable at Chennai. Bidders are requested to write their name & full address at the back of draft submitted in support of the tender document. **Tenders not accompanied by the requisite amount of Earnest Money shall be summarily rejected.**
- 5.2. Earnest Money shall be forfeited in case of the following:
- i) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or increases the rates after opening of the tender but before the validity of the quotation expires.
 - ii) On refusal to enter into contract after award of contract.
 - iii) If the work is not commenced on the date of starting the work after work is awarded to the contractor.
 - iv) Un-satisfactory performance and/or Non-performance of the contract.

Bidder's Sign and Stamp

- 5.3. No interest is payable on the Earnest Money Deposit
- i) To the unsuccessful bidders.
 - ii) In case bidding process is terminated by DoT for any reason.
 - iii) All bids are rejected by DoT.

5.4. Preliminary evaluation:

- 5.4.1. DoT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 5.4.2. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the DoT. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 5.4.3. Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 5.4.4. A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids by correction of the non-conformity. The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

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

<p>I. Total Charges for engaging one Non A/c Ambassador or equivalent Sedan vehicle for One month (in Rs.) (say Rs.X)</p>	<p>= Charges for 1000 Kms in one month in Rs. (A1) + Charges for 200 Extra km in Rs. (B1) + Charges for 30 Extra hrs in Rs. (C1) + Two Outstation night stay charges in Rs.(D1) + Any other Charges in Rs.(E1)</p>
---	--

The bidder who quotes the lowest Total Charges/Rate for the item mentioned at I above, (i.e. Rs. X), for engaging one Non A/c Ambassador or equivalent Sedan vehicle for one month as per above calculations, shall be considered as L-1 bidder. However, all the rates quoted are negotiable.

Bidder's Sign and Stamp

5. The price quoted by the bidder for 1000Kms is only considered for evaluation purpose. However, the successful bidder should accept the lowest price quoted by any other bidder for 1500Km slab.

6. Security Deposit:

6.1 The contractor shall furnish performance security to DoT for an amount of Rs. 20,000/- (Twenty Thousand only) value in the form of Bank guarantee as in Proforma Annexure-III within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit is to be taken against the successful bidder.

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

6.3. No interest is payable on the Security Deposit.

6.4 The successful tenderer shall have to execute an agreement on a stamp paper of appropriate value at his own expenses along with the Performance Security Bank Guarantee as mentioned at para 6.1 above.

7. Tax Deduction at source : Income tax and any other taxes i.e. Surcharge on IT, if any, Education Cess, etc. as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills except for the Service Tax which shall be paid, in full, to the contractor who, in turn, has to remit the same with the designated Govt. Department. Proof of such payment shall be made available to this office regularly or on demand.

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

9. Award of Contract : DoT shall accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of DoT.

10. Terms of Payment : The bills in triplicate will be submitted for any month in the first week of the following month to Assistant Director General , O/o DDG (TERM), III Floor, Kellys Telephone Exchange, 22, Kellys Road, Chennai – 600 010 for payment. The bills will be accompanied by log book /trip sheets vehicle wise.

11. Duration/Period of Contract : Normally contract will be for 1 (one) year from the date of agreement. However, extension for one more year / part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm and requirements of this office.

12. Termination of Contract :

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

Bidder's Sign and Stamp

- 12.2. All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.
Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
13. **Arbitration** : Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.
14. **Jurisdiction of Courts** : The courts/any other Tribunal or Forum in Chennai alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.
15. **Insurance** : The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1923 and its subsequent amendments till date shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.
16. **Miscellaneous Conditions** :
- 16.1. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
- 16.2. No other person except Contractor's authorized representative shall be allowed to enter DoT premises.
- 16.3. Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.
- 16.4. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- 16.5. The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.

Bidder's Sign and Stamp

- 16.6. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
- 16.7. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 16.8. The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, contact numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

Date:

Bidder's Sign and Stamp

Section-V
SPECIAL CONDITIONS OF CONTRACT
(To be kept duly signed and stamped in Envelope-I)

1. The contractor shall provide services of two non AC Ambassador or equivalent Sedan vehicles (Taxi registered) of Model May 2006 or later as per the requirement along with well behaved skilled drivers having knowledge of routes of Chennai and its suburbs, rest of Tamilnadu and Puducherry State and who attend to minor repairs/ maintenance of the cars and possessing valid driving license and also having proper uniform. The vehicle provided by the contractor must have proper and complete documents, which should be shown to the user, if asked for.

- 1.1 The vehicles shall be provided at office premises at O/o DDG (TERM), Chennai, 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai – 10 or at any other place within the jurisdiction of city of Chennai as and when required on monthly basis upon intimation for the same to the Contractor/Agency. The vehicles shall be used mainly for journeys to various stations of Chennai and suburban areas like Chengalpattu, SriPerumbudur, Thiruvallur, etc. (i.e. erstwhile Chengalpattu SSA of BSNL) and Puducherry State and if need arises, in rest of Tamilnadu area.
- 1.2. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected.
- 1.3. The contractor shall maintain the log book/trip sheet as per Proforma approved by DoT for every trip/requisition separately. The log book/trip sheet should be got signed from the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book/trip sheet without signature will be accepted in support of the bill for payment.
- 1.4. In case of breakdown/servicing/repair, the contractor shall provide alternate vehicle of same or upgraded Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.5. The chargeable Km run per day will be sum of the {total distance used by DoT on that day} and {(the actual distance from garage to office)x2 or 10 Km whichever is less}.
- 1.6. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 10 hours per day and Extra mileage will be over and above 1000 Kms / 1500 Kms in a month whichever slab is applicable.
- 1.7. The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Chennai and its Suburbs.

Bidder's Sign and Stamp

- 1.8 In case if any vehicle is utilized below 1000 Kms in a month, the balance Kms shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DoT.
- 1.9 Estimated number of vehicles to be hired is Two Ambassadors or equivalent Sedan Vehicles (Both Non-A/c). However it should be clearly noted that Department shall place the order only as per the actual requirements from time to time. The actual requirement may vary by $\pm 50\%$.
- 1.10. The vehicles are required on monthly basis. However, the contractor shall increase or reduce the number of vehicles to be hired as and when specifically intimated by DoT in advance.
- 1.11. No sub-contracting is permissible. The near relatives of all employees working in the Department of Telecommunications; either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided Family,
 - b) They are husband and wife,
 - c) The one is related to the other in the manner as father, mother, son(s), and son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's Wife, sister(s) & sister's husband (brother-in-law).
- 1.12. The tenderer(s) should give a certificate as per Annexure-V to the effect that none of his/her such relative is working in the units of DoT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. DoT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

2. PENALTY IN CASE OF VEHICLE NOT MEETING THE SPECIFICATION :

- 2.1. The vehicle provided by the contractor must be in excellent condition with neat and clean interiors preferably with white seat covers. The contractor shall ensure proper cleaning, upkeep of interiors & seat covers of the vehicle. If the interior of the vehicle is not in good condition, the deduction to the extent of 1.5% of the total amount from the bill of that vehicle shall be made for that particular month.
- 2.2. The contractor shall ensure that vehicle reports at the time asked by the officer in-charge of DoT for the vehicle. If vehicle reports beyond a delay of more than one hour on any day, deduction of Rs.50/- per occasion shall be deducted from the bill of that vehicle.
- 2.3 In case of non-reporting/refusing to provide the requisite car, the cost of hiring of vehicle will be deducted on pro-rata basis. In addition, a penalty of Rs. 200/- per day will be levied besides any other penal action which may be even forfeiting of security deposit/ termination of Contract and DoT will be free to hire the same from any other source(s).

Bidder's Sign and Stamp

- 2.4 In case of non availability of vehicles during extra hours a penalty of Rs. 100/- per occasion shall be levied.
- 2.5 DoT reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by DoT, which may even lead to termination of Contract.
- 2.6 Department of Telecommunication desires that the vehicles supplied shall be for exclusive of its office and cannot be clubbed with any other office/call centre works beyond or after the working hours of this office.
3. Price variation :
- 3.1. The rates quoted by the party shall be firm during the currency of contract.
- 3.2 The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, border tax, state tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by DoT.
4. INSURANCE : The provided vehicle must be fully and comprehensively insured covering the risk to the driver.
5. The tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of driver shall be viewed seriously, leading to even cancellation of contract.
6. Parking/ Toll charges / levies/ any other incidental charges that are paid by the contractor , when the vehicle is taken out of Chennai and its suburbs, i.e. to rest of Tamilnadu area or Puducherry State or any other neighboring State, will be reimbursed , as per actuals, by DoT on production of documentary evidence.
7. One or more than one vehicle depending upon the requirement can be called at any time during the day and night.
8. No advance payment shall be made under any circumstances.
9. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
10. The work can be bifurcated among two or more parties at the sole discretion of DoT and no Contractor/agency shall have any objection to the same.
11. The vehicle sent to the office on requisition must have all relevant documents like registration book/driving license/insurance Road tax/receipt permit fee/passenger tax/border tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.

Bidder's Sign and Stamp

12. The bill in triplicate along with log book/Trip sheets, duly signed and stamped by the user of the vehicle or his representatives, should be sent to the Assistant Director General, O/o DDG (TERM), 3rd Floor, Kellys Telephone Exchange Bldg., 22 Kellys Road, Chennai - 600010 or any authorized officer for payment by th 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. Further, bills relating to particular vehicle are required to be submitted in one batch on monthly basis in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to DoT for payment. It should be ensured that there is no overwriting in the log book/Trip sheet. In no case, log book/trip sheet without signature will be accepted for payment and if it is found so, the amount will be disallowed.
13. In case of non-availability of requisitioned vehicles, it will be the responsibility of the contractor to provide upgraded model (model not older than May 2006) at the same rates, terms and conditions with prior permission of DoT.

Date:

Bidder's Sign and Stamp

Section –VI
FINANCIAL BID (2 Pages)
(To be kept duly signed and stamped in Envelope-II)

To,
The Dy. Director General,TERM, Chennai, DoT,
III floor, Kellys Telephone Exchange Bldg.,
22, Kellys Road, Chennai – 10.

Sir,

I/We, after thoroughly going through the tender terms and conditions as specified in the Tender document, do hereby state that I/we have fully understood the same and accept the same in full and hence, I/we, hereby offer our most competitive rates for the various items mentioned in the Job description/Engagement column of the financial bid, on a monthly basis, as below:

A. For Non-AC Ambassador or equivalent Sedan vehicle:

Sl. No.	JobDescription/ Engagement	Rate in Figures	Rate in Words
01.	Basic Rate for 1000 Kms per month (in Rs.)		
02.	Basic Rate for 1500 Kms per month (in Rs.)		
03.	Extra Charge per Km (in Rs.)		
04.	Extra Charges per hour for Detention beyond 10 hours per day(in Rs.)		
05.	Outstation Night Halt charges (Rs. Per halt)		
06.	Any other charges (Pl. indicate)		

Bidder's Sign and Stamp

FINANCIAL BID (Contd.)

B. Contingency Hiring Charges:

S.No.	Type of Vehicle	Half day hire charges (in Rs.)			Full day hire charges (in Rs.)		
		Hire Charges (for 5 hrs & 50 Km)	Rate per hour for Extra hrs (6 hrs – 9 hrs)	Rate per KM for Extra Kms (above 50 KM)	Hire charges (for 10 hrs & 100 Km)	Rate per hour for Extra hrs(beyond 10 hrs)	Rate per KM for Extra Kms (above 100 Km)
1	AC Ambassador						
2	AC Qualis/Tavera/Sumo						
3	AC Ford Ikon						
4	AC Innova						

Note : 1. All the Rates quoted in the Financial Bid are negotiable on par with the prevailing market rates/approved rates offered to other PSUs like BSNL.

2. The above rates quoted must be the Nett rates exclusive of any taxes ,Surcharge, etc.

3. IT, cess on IT, etc. shall be deducted at source.

4. Service tax shall be paid by the Department, as prescribed by the Government of India

Statutes, over and above the bill amount, only on production of proofs of such payment to the

Statutory Authorities and upon furnishing of valid Service Tax Registration Number possessed by the Company/Firm to this Office.

I/we fully understood all the tender terms and conditions specified in the tender document and have carefully read the note above and I/we, hereby, agree to abide by them.

Place:

Date:

Signature of the bidder with Seal

Annexure-I

CONTRACT FORM

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

That whereas the first part shall and will execute the work described as providing taxis/vehicles to DoT, Chennai as per all the terms and conditions given in notice inviting Tender dated 04/06/2010 which shall become part and parcel of this agreement.

That the first party would submit each time the following along with their pre-receipted bills in triplicate in support of their claim:-

- i) Bills for supply of vehicles for any month shall be preferred in the first week of the following month to ADG (TERM), O/o. DDG TERM, Chennai Department of Telecom to make the payment as early as possible. However, it may be noted no interest will be paid for delays in payment, if any.
- ii) The contract may extend beyond one year (maximum up to one more additional year or part thereof) till a new contract is entered in to on agreed terms and conditions.

This agreement is made for a period of one year from..... as in clause section II of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS DAY OF.....2010.

Witness

For
The Agency

Witness

For DoT

ANNEXURE-II
BID ACCEPTANCE FORM

Tender No.

Date.....

(Name and Address of the Tenderer)

Dear Sir,

Having examined the conditions of contract and specifications including addenda No.s..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide services of two vehicles for hire for use of O/o DDG, TERM, DoT, Chennai, in conformity of the conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of the Bid.

We also agree to provide vehicles for contingency requirements at the rates approved by the DoT.

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

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum of Rs. 20,000/- (Rs. Twenty thousand only) for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

Dated this..... day of2010

Signature of
in Capacity of
Duly authorized to sign the
bid for and on behalf of

Witness.....
Signature.....

Tele No(s):-
Fax No(s)

ANNEXURE-III

PERFORMANCE SECURITY BOND FORM

In consideration of the president of India (hereinafter called 'the Government') having agreed to exempt..... (herein after called 'the said Contractor(s) from the demand, under the terms and conditions of an.....For the supply of(hereinafter called' the said Agreement'), of said Agreement, on Production of a bank guarantee forwe, (Name of the bank).....(hereinafter referred to as 'the Bank') at the request ofcontractor(s) do hereby undertake to pay to the Government an amount not exceeding..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said agreement. Any such demand 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 Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.

4. We (name of the bank)..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... (Office/department) Ministry ofcertifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affection in any manner our obligations hereunder to vary the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the Government against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We (name of the bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated theday of

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

Witness:-

Telephone No(s):-

STD Code-

FAX No.

E-mail Address:-

ANNEXURE - IV

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

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

"I..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> and no addition/deletion/correction has been made in the document downloaded.

I also declare that I have enclosed a crossed DD No. Datedfor Rs..... towards the cost of tender document along with technical bid".

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

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE - V

CERTIFICATE REGARDING NEAR RELATIVES

I S/o resident of
hereby certify that none of my near relative(s) as defined in Section V clause 1.11 in the tender document is/are employed in DoT. In case at any stage, it is found that the information given by me is false/ incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

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

ANNEXURE-VI

**LETTER OF AUTHORISATION FOR ATTENDING BID
OPENING**

Subject: - Authorization for attending bid opening on..... (date) in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (bidder) in order of preference given below:-

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative.

Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.