



Government of India
Ministry of Communications & IT
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Karnataka
Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main,
5th Block, Jayanagar, Bangalore – 560 041

TENDER No. TERM/KTK/ Tender /Vehicles/2011-12

BID DOCUMENT

For Hiring of Light Commercial Vehicles
to Department of Telecommunications

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

PRICE OF BID DOCUMENT- Rs 570/- (inclusive of tax)

Not transferable



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Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main,
5th Block, Jayanagar, Bangalore – 560 041

TERM/KTK/Tender/Vehicle/2011-12/CORRIGENDUM dated @ Bg the 21.11.2011

Ref: Tender No. TERM/KTK/Tender/Vehicles/2011-12 Dated @ Bg 08.11.2011

SUB: Extension of tender schedule dates and corrigendum to the above referred tender document.

With respect to the above referred tender document on the web site, the following points may be noted.

1. The extension of schedule dates in respect of issue of bid document, date of submission and opening of technical bid

Dates of issue of Bid Document	:	08/11/2011 to 25 /11/2011
Last date & time for receipt of tenders	:	28/11/2011 (Time 12:00 hrs.)
Date & time for opening of Technical Bid	:	28/11/2011 (Time 15:30 hrs.)
2. Corrigendum - Page 23, Section VI Financial BID of tender document hosted on web site is to be replaced with the page attached.

Sd/-
Director, TERM

Last date & time for receipt of tenders	:	23/11/2011 (Time 12:00 hrs.)
Date & time for opening of Technical Bid	:	23/11/2011 (Time 15:30 hrs.)
Date & time for opening of Financial Bids for technically qualified bidders	:	To be notified later
Place of opening the Tenders	:	Ground Floor, Sanchar Complex, WMS Compound, 47 th Cross, 9 th Main, Jayanagar 5 th Block, Bangalore-560 041.
Validity of Tenders	:	90 days from the date of opening of tender

- 3) Intending bidders may obtain Bid document from O/o DDG (TERM), Karnataka, Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main, Jayanagar 5th Block, Bangalore-560 041, on payment of Rs.570/- (Rupees: Five hundred and seventy only) inclusive of taxes @ 14% (non refundable) through a crossed Demand draft drawn on any of the Commercial Banks payable at Bangalore in favour of "CAO (Cash), O/o C.C.A. Karnataka Telecom Circle, Bangalore" on any working day (i.e. Monday to Friday from 10.00 hrs. to 17.00 Hrs.) till **closure of issue of bid document as mentioned above**
- 4) Bid document can also be downloaded from the website www.DoT.gov.in. The downloaded document shall be **treated as valid document for participation in the tender, but the cost of the bid document (i.e. Rs. 570.00 only) in the form of Demand Draft** drawn on any of the Commercial Banks payable at Bangalore in favour of "CAO (Cash), O/o C.C.A. Karnataka Telecom Circle, Bangalore" is to be enclosed failing which the bid will be out rightly rejected. Bidders are requested to write their name and full address at the back of the Bank draft submitted
- 5) **For participating in Part 1 & 2, bid documents are to be submitted separately along with Demand Draft for requisite amount as indicated at clause 1 above.** Bidders are free to participate in any of the part of the tender or both, on payment of requisite EMD and submission of Bid documents accordingly.
- 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 assigning any reason. The decision of the DDG (TERM), Karnataka, Ministry of Communications & IT, Department of Telecommunications in this regard shall be final and binding on all.

Sd/-
Director 1
Ministry of Communications & IT
Department of Telecom,
Telecom Enforcement, Resource & Monitoring Cell, Karnataka
Ground Floor, Sanchar Complex, WMS Compound,
47th Cross, 9th Main, 5th Block, Jayanagar, Bangalore – 560 041

Section - I**Instructions to Bidders**

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

Pre-Qualification Requirement for Bidders.

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

1. Name of the firm
Address and Telephone Number
2. Name of the Contact Person
Telephone/Mobile Number
3. Name of the bank
(With full address)
4. Bank Account Number
5. PAN No.
(Please enclose photocopy PAN Card)
6. Service Tax Regn. No
(Please enclose photocopy Registration Certificate)
7. The bidder should submit an affidavit (for proprietor firm)/ copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co).
8. The bidders should have at least one light commercial vehicles (A/c Swift Desire or Indigo or SX4 or Logan/Verito or equivalent or higher) of model not older than 2010, Taxi registered in the name of proprietor /partners of the firm/the firm. Details of the vehicles may be indicated against column 7(ii) in Section II.
9. The bidder shall give a clear declaration that the firm will be able to supply required numbers of Taxi registered vehicles of model not older than 2010.
10. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover for the vehicle in favour of proprietor/partners/firm as documentary evidence in support of each vehicle.
11. The bidder should submit a copy of the latest Service Tax return.
12. The bidder should submit EMD in the form of DD for the requisite amount as indicated at Clause No 1 of NIT and Clause 6.1 of General conditions of Contract under Section IV. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount of Earnest money shall be rejected out rightly.

Section II

Schedule of Requirement

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

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

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

(ii) Details of A/c Swift Desire or Indigo or SX4 or Logan/Verito or equivalent or higher cars (not older than 2010 model) owned by the bidder.

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

8. Contact name of the person with Mobile no for service before 8 AM and after 6 PM and during the day.
9. Any other information, which the bidder considers necessary to bring to the notice.

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

Dated.

Signature of Tenderer
with Seal

Section-III
(To be kept duly signed and stamped in Envelope-I)
Technical Specifications

1 General:-

Department of Telecommunication requires non A.C. taxis for the official use of Telecom enforcement, Resource & Monitoring Cells of Bangalore and Karnataka having its offices at Bangalore. 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" on monthly basis.

2 Scope of work:

- 2.1 The contractor shall provide taxis of Swift Desire or Indigo or SX4 or Logan/Verito or equivalent cars of models not older than 2010 without AC facility as per requirement. The cars shall initially report as indicated below.

Tender	Office where to report
Part 1	O/o DDG TERM, Karnataka, Ground Floor, Sanchar Complex, WMS Compound, Jayanagar Bangalore-560 041. Jurisdiction of normal operations will be entire state of Karnataka
Part 2	O/o DDG TERM, Bangalore, 2 nd Floor, Amenity Block, Palace Road, Bangalore – 560 001 Jurisdiction of normal operations will be within Bangalore District

Regular reporting will be as directed by the controlling officers within the jurisdiction of city of Bangalore and suburbs as and when required on monthly basis upon intimation for the same. The vehicle may be used for journey to various stations of Karnataka or neighboring states without any extra payments.

- 2.2 To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration No. is indicated against column 7(ii) in Section II. In case the number of vehicles available with the contractor are not adequate or the contractor is not able to allot the vehicle indicated in the bid document under any specific unavoidable circumstances it is the responsibility of the contractor to make available adequate number of vehicles available as per contract by other suitable arrangements at his end. But, the payment will be released with reference to the approved rates to the contractor.
- 2.3 The contractor will provide well-behaved drivers having knowledge of different routes, knowing minimum repairs of cars, having valid driving licenses and also having proper uniforms and name badge. The driver would also be equipped with Mobile phone for communication at the cost of the contractor.
- 2.4 The vehicle provided by the contractor must be in excellent condition and have proper and complete documents, which should be shown to the user /officer incharge of the vehicle, if asked for. 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
- 2.5 Normally, any change of Vehicle or driver on a regular basis shall be after written intimation to this office.

- 2.6 The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer and deposit the same at the close of each month duty with the officer in-charge, Department of Telecom.
- 2.7 The contractor will comply with all the statutory requirements like pollution, emission, noise etc.
- 2.8 Rate and price variation : The schedule of value (to be filled in by bidder) is enclosed in section VI. In case of award of contract, the price shall remain firm for a period of one year from the date of award of the contract and extension there off.

Section-IV

GENERAL CONDITIONS OF CONTRACT

1. Definition of terms.

- 1.1 DoT means Telecom Enforcement, Resource & Monitoring Cell, Karnataka, Department of Telecommunications its office situated at Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main, 5th Block, Jayanagar, Bangalore-41.
- 1.2 The bidder means the firm / agency who participates in this tender and submits its bid.
- 1.3 Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.4 EMD shall mean Earnest Money Deposit.
- 1.5 Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract.
- 1.6 Bidder, Tenderer shall mean the applicant who seeks to supply services by sending tender, bid.

2.0 Receipt and opening of Tenders :

- 2.1 Tenders duly filled in will be received and opened on the same date and time indicated in the Notice inviting tenders in presence of tenderers / their authorized representatives who wish to be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding tenderer as per Annexure-VI.
- 2.2 If due date of receipt of tenders and that of opening of tender is declared to be a holiday subsequently, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without

assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

3.0 Preparation of Tender :

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

3.2 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting. In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail. All cutting, insertion needs to be authenticated. No over writing / usage of correction fluid will be permitted.

4.0 Submission of Tenders

4.1 Section I to V and DD for Earnest Money Deposit should be kept and sealed in **Envelope 1** super scribed as “**Technical Bid**” duly signed and stamped on each page for having accepted the General and Special Terms and Conditions.

Section VI (Financial Bid) should be sealed in **Envelope 2** super scribing “**Financial Bid**”.

4.2 Both the sealed envelopes i.e. Technical Bid & Financial Bids be placed in another big cover super scribing “Bid for Hiring of Light Commercial Vehicles Part 1 (or) 2” addressed to Director I, O/o DDG (TERM), Karnataka, Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main, 5th Block, Jayanagar, Bangalore 41.

It may be noted that bids for Part 1 and Part 2 shall be submitted in Separate sets of Envelop 1 and Envelop 2.

4.3 “Financial Bid” of those Agencies / firms who fulfill the terms & conditions as specified in Section I to V will only be opened separately.

4.4 The tenders should be put in a Tender box which is placed in the office premises at O/o DDG (TERM), Karnataka, Ground Floor, Sanchar Complex, WMS Compound, 47th Cross, 9th Main, 5th Block, Jayanagar, Bangalore – 560 041 or may be sent by registered post by Dept.. of Post. However, delivery of the bid document before the stipulated time and date shall be the responsibility of the bidder.

4.5 Only tenders complete in all respects and received on or before the due date and time shall be considered.

4.6 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.

4.7 Department of Telecommunications reserves the right to reject any or all tenders without assigning any reasons whatsoever.

- 4.8 Department of Telecommunications reserves the right to award the contract to one or more parties.
- 4.9 The quotation shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- 4.10 The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender documents.
- 4.11 The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DoT prior to the deadline prescribed for submission of bids.

5.0 Cost :

- 5.1 Bidders are requested to quote firm price. No cost escalation will be accepted for the rates quoted.

6.0 Earnest Money Deposit :

- 6.1 Bidders shall submit along with the tenders, Earnest Money as indicated in clause No 1 of NIT in the form of Demand Draft drawn on any of the Commercial Banks payable at Bangalore in favour of "CAO (Cash), O/o C.C.A. Karnataka Telecom Circle, Bangalore". Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.
- 6.2 Earnest Money shall be forfeited in case of the following :
- i) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or increases the rates after deadline for submission of the bid 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.
- 6.3 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

6.4 Preliminary evaluation:

- 6.4.1 DoT shall evaluate the bids to determine that they are complete, no computational errors have been made, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
- 6.4.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.

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

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

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

6.5 **Detailed evaluation:**

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

$$\text{Charges for a vehicle for One month} = \{ \text{Charges for 1500 Kms in one month in Rs. (A)} + \text{Charges for 200 Extra km in Rs. (B)} \}$$

7.0 **Security Deposit :**

7.1 The contractor shall furnish performance security to DoT as indicated at Sl No 1 of NIT in the form of Bank guarantee as in Performa Annexure-III within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.

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

7.3 No interest is payable on the Security Deposit.

7.4 Security Deposit will be forfeited to DoT in case of Termination of the contract for Un- satisfactory performance and/or Non-performance of the contract

8.0 **Tax Deduction At source:** Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

9.0 **Deviation :** The contractor must comply with the tender specification and all terms and conditions of contract. No deviation will be permitted.

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

11. **Terms of Payment:** The bills in duplicate will be submitted for any month in the first week of the following month to the officers in charge of the Vehicles for the offices indicated at Sl No 2.1 of section III by the respective contractors for payment.

The bills will be accompanied by log book, vehicle wise and proof of payment of Service Tax to the concerned Dept for the previous month.

12. **Duration/Period of Contract:** Normally contract will be for 1 (one) year from the date of signing of the agreement. However, extension for the next Year/part thereof will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.
- 13.0 Termination of Contract:**
- 13.1 In case of any default by the Contractor and in case of any violation of the terms and conditions of this contract, 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. In such a case the Security Deposit paid by the contractor will be forfeited to DoT and the contractor is liable to be blacklisted for a period of 3 Years.
- 13.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date. Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
- 14.0 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 in Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.
- 15.0 Jurisdiction of Courts:** The courts/any other Tribunal or Forum in Bangalore alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.
- 16.0 Insurance:** The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.
- 17.0 Miscellaneous Conditions:**
- 17.1 No other person except Contractor's authorized representative shall be allowed to enter DoT premises.
- 17.2 Within DoT premises, the Contractor's personnel shall not do any private work other than the normal duties.
- 17.3 Contractor shall be directly responsible for any/all disputes arising between him and

his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

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

Section-V
SPECIAL CONDITIONS OF CONTRACT

- 1.1 The contractor shall maintain the log book as per Performa approved by DoT for every trip/requisition separately. The log book should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the garage /at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted in support of the bill for payment.
- 1.2 In case of breakdown/servicing/repair, the contractors shall provide alternate vehicle of same or upgraded Make and Model immediately, anyway not later than 1 Hr, failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.3 The chargeable mileage will be the total mileage (i.e. from garage to garage) including the mileage from garage to DoT and back, limited to a maximum of 10 Kms . (i.e. The Journey of upto a maximum of 10 KMs to and fro between the garage and place of normal reporting will be at the expense of DoT. Any extra KMs to be run between garage and normal duty place will have to be borne by the contractor).
- 1.4 There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 12 hours per day and Extra mileage will be over and above 1500 Kms in a month,

Pickup and drop from Airport and Railway/Bus stations shall be on-demand at no extra cost and at any time of the day/night whenever required. Parking/toll tickets will be reimbursed on production of parking/toll vouchers.
- 1.5 The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Bangalore and its suburbs.
- 1.6.1 In case if any vehicle is utilized below 1500 Kms in a month, balance Kms shall be carried forward for next three months and will be adjusted against extra mileage , if any, without any extra cost to DOT, otherwise it will lapse.
- 1.7 Estimated number of vehicles to be hired is as indicated at Sl No1 of NIT. 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 $\pm 50\%$ of the estimated quantity.
- 1.8 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.
- 1.9 The near relatives of all employees working in the Department of Telecom; 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) & sister's husband(brother-in-law).
- 1.10 The tenderer(s) should give a certificate as per Annexure-V to the effect that none of his/her such relative is working in the units of DoT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed DoT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 2. Deduction in case of Vehicle not meeting the specification**
- 2.1 The vehicle provided by the contractor must be in excellent condition. 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 of DoT in charge of the vehicle.
- If vehicle reports beyond a delay of more than half an hour, an amount of Rs.50/- per occasion shall be deducted from the bill of that vehicle.
- If the Vehicle reports beyond a delay of 15 minutes for more than 3 occasions in a month, an amount of Rs 500/- will be deducted from the bill to be paid to the contractor.
- 2.3 In case of non-reporting/refusing to provide the requisite vehicle, the cost of hiring of vehicle will be deducted on pro-rata basis. In addition, a penalty of Rs. 500/- per occasion will be levied besides any other penal action which may include termination of Contract and DoT will be free to hire the same from any other source(s).
- 2.4 In case of non availability of vehicles during extra hours a penalty of Rs. 100/- per occasion shall be levied.
- 2.5 In case the alternate vehicle has not been provided in case of breakdown or the vehicle not made available during extra hours as per requirement, Contractor will not be paid for the usage of the vehicle, if any, for the same day. More over a penalty of Rs 250/- will be levied over and above the cost of engagement of alternate vehicle by DoT from other sources.

- 2.6 DoT reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by DoT, which may even lead to termination of Contract.
3. **Price:**
- 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 and passengers.
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 shall be paid by the contractor which will be reimbursed as per actual by DoT on production of documentary evidence.
7. One or more than one vehicle depending upon the requirement can be called at any time during the day and night.
8. No advance payment shall be made under any circumstances.
9. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
10. The work can be bifurcated among two or more parties at the sole discretion of DoT and no Contractor/agency shall have any objection to the same.
11. The vehicle sent for duty on requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/passenger tax/border tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
12. The bill in duplicate along with log book duly signed and stamped by the user of the vehicle or his representatives should be sent to the officers in charge of the vehicles for the offices as mentioned at SI No1 of NIT for payment by the 5th of the following month. 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. In no

case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.

Annexure-I

CONTRACT FORM

1. This agreement is made this..... day.....between.....(name of the company).....herein after called the first party which expression shall include his heirs, executors and administrators/their successors and Telecom Enforcement, Resource & Monitoring Cell, Karnataka, Department of Telecom, herein after called "DOT", the second party, through DIR (TERM), Karnataka herein after include his successors and assignees, shown as under:-

That whereas the first party shall and will execute the work described as providing taxis/vehicles to DOT, Karnataka as per all the terms and conditions given in notice inviting Tender dated _____ and all its sections and annexures which shall become part and parcel of this agreement.

This agreement is made for a period of one year from..... as in clause 12 of section IV of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS DAY OF2010.

Witness

For
Contractor

Witness

For
DoT

**ANNEXURE-II
BID FORM**

Tender No.

Date.....

(Name and Address of the purchaser)

Dear Sir,

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

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

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum of Rs..... for the due performance of the Contract.

We agree to abide by this Bid for a period upto 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 expiry 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 of2011

Signature of
In Capacity of

Duly authorized to sign the
bid for and on behalf of

Witness.....

Tele No(s):-

Signature.....

Fax No(s)

Address.....

E-Mail Address:-

ANNEXURE-III

PERFORMANCE SECURITY BOND FORM

1. 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 make on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding.....

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

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

5. We (name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affection in any manner our obligations hereunder to vary and of 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 Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.DoT.gov.in> and no additional/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. 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 1.9 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.		

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.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

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Section –VI

FINANCIAL BID

FORMAT FOR QUOTING RATES FOR VEHICLES ON MONTHLY BASIS

A. Swift Desire or Indigo or SX4 or Logan/Verito or equivalent

Sl. No.	Description	Rates in Figure (Excluding Service Taxes)	Rates in Words (Excluding Service Taxes)
01.	Charges for 1500 Kms Per month in Rs.		
02.	Charges for Extra Km* (over 1500 Kms per month) in Rs. Per km.		

B. Innova or equivalent

Sl. No.	Description	Rates in Figure (Excluding Service Taxes)	Rates in Words (Excluding Service Taxes)
01.	Charges for 1500 Kms Per month in Rs.		
02.	Charges for Extra Km* (over 1500 Kms per month) in Rs. Per km.		

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

- Note:-
1. There shall be no minimum mileage per day. Extra hours shall be over and above 12 hours per day (normal day shall be from 08:30 hrs to 20:30 hrs.) and Extra mileage will be over and above 1500 Kms in a month.
 2. The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Bangalore and suburbs.
 3. The following will be will be paid for extra hours beyond 12 Hrs.
 - a) **Swift Desire or equivalent – Rs 100/- (Rs: One hundred only)**
 - b) **Toyota Innova or equivalent – Rs 125/- (Rs: One hundred and twenty five only)**
 4. An amount of Rs 200/- (Rs: Two hundred only) will be paid for outstation stay.

** In case if any vehicle is utilized below 1500 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DOT, otherwise it will go lapse.*

Signature of the Tenderer with seal