



भारत सरकार
संचार एवं सूचना प्रौद्योगिकी मंत्रालय
दूरसंचार विभाग
दूरसंचार प्रर्वतन संसाधन एवं निगरानी प्रकोष्ठ, पुणे



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Telecom Enforcement, Resources & Monitoring (TERM) Cell, Pune

Open Tender No. : DDG (TERM) Pune/ACCT-17/Tenders/Hired Vehicle/2010-11

BID DOCUMENT

For providing Services of Hired Vehicles for the office of DDG (TERM) Pune,

Department of Telecommunications,

Ministry of Communications and IT

Not transferable

Price of Bid Document: Rs. 100/-

Contents of Tender Document

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Government of India

Ministry of Communications & IT, Department of Telecommunications

The office of DDG (TERM) Pune

DDG(TERM)Pune/ACCT-17/Tenders/Hired Vehicle/2010-11 Dated: 17/09/2010

1. TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Qualification Bid and Commercial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of vehicles on hired basis for office of DDG (TERM) Pune for a period of one year from the date of contract. Requirements are as follows:

Description of services	Type of vehicles	Quantity	Place
Hired vehicles on monthly basis	Swift DZire (AC)	1	Pune
	Tata Indica (Non AC)	1	

2. The tender document may be collected from the following address:

ADG (TERM) Pune, Room No.02, O/O DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001, Ph:91-20-26134040 / Fax: 91-20-26134646 / Email:adg2.termPune@gmail.com or can be downloaded from website: www.dot.gov.in on all working days between 10.00 hours and 17.00 hours from 30/09/2010 onwards up to 15.00 hrs on 25/10/2010 on payment of **Rs. 100/-** (One Hundred Rupees) non-refundable in Account Payee Demand draft of Nationalised bank of the amount drawn in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai.**

3. Tender document can be requested in soft copy by email. Such documents in hard copies are also acceptable provided the requisite tender fee/cost i.e. Rs. 100/-(One Hundred Rupees) is enclosed in the form of Account Payee Demand Draft from any of the Nationalised Banks in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai**, at the time of submission of bid document, failing which the tender will be rejected.

4. Schedule:

Date & time of issue of Bid Document : 30/09/2010 (Time 10:00 hrs to 17:00 hrs.) upto 25/10/2010 (Time 10:00 hrs to 15:00 hrs.)

Last date & time for receipt of tenders: 25/10/2010, Time 15:00 hrs.

Date & Time for opening of Qualification Bid: 25/10/2010, Time 15:30 hrs.

**Date & Time for opening of Commercial Bids
for Qualified bidders**

**Date & Time will be intimated to the bidders who qualify
in the qualification bid.**

Place of opening the Tenders:

**At the room of Dir TERM (Room No. 4),O/o DDG (TERM),
CTO Compound, Behind GPO, Church Road, Camp, Pune**

Validity of Tenders:

90 days from the date of opening of tenders.

5. The bidders may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.15,000/- (fifteen thousand only) in the form of Account Payee Demand draft from any Nationalised Bank in favour of **"Communication Accounts Officer O/o CCA (Maharashtra)" Payable at Mumbai**, and other requisite documents from 10:00 hrs from 30/09/2010 up to 15:00 hours on 25/10/2010, in the Tender Box kept in office of ADG(TERM,Pune),Room No 02, O/O DDG (TERM) Pune, CTO Compound, Behind GPO, Church Road, Camp, Pune.

The tenders shall not be entertained after this deadline under any circumstances whatsoever.

6. This Office 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) Pune, Department of Telecommunications in this regard shall be final and binding on all.

-Sd-

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

2. DEFINITIONS

- I. **TERM** - Telecom Enforcement Resources & Monitoring Cell of the Department of Telecommunications.
- II. **The Office** - The O/o DDG (TERM) Pune, Department of Telecommunications
- III. **Bidder** - The person or company/firm/agency participating in the tender.
- IV. **Qualification Bid** - A sealed document proving the qualifications of the bidder.
- V. **Commercial Bid** - A sealed document stating the rates quoted by the bidder.
- VI. **CCA** - The controller of communication accounts, also the paying authority.
- VII. **Competent authority** – DDG (TERM), Pune, Dept of Telecom.
- VIII. **Vehicles** - Four wheelers of specified make and type and fulfilling the required conditions.
- IX. **Contractor** - The bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- X. **DDG** -Deputy Director General
- XI. **DoT**-Department of Telecommunications
- XII. **NIT**-Notice Inviting Tender

2. GENERAL INSTRUCTIONS FOR BIDDERS

1. **Parties:**

The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Government of India through the Department of Telecom for and on behalf of the President of India.

2. **Duration:**

The duration of the contract shall be for a period of one year from the date of award of work order. However, competent authority can extend this duration for a period of maximum 1 year on mutual agreement with the contractor on the same rate, terms and conditions keeping in view the satisfactory performance of the firm.

3. **Earnest Money:**

3.1 Earnest Money of **Rs. 15,000/- (in words-Rupees fifteen thousand only)** in the form of Demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tender documents. The validity of the Demand draft must be up to 6 (six) months from the date of issue of NIT. The Demand draft shall be in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)” Payable at Mumbai.**

3.2 No request for transfer/adjustment of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

3.3 Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Earnest Money /Demand draft will be forfeited by the Government.

3.4 The tenders without documents duly signed/ fees and/or Earnest Money or DD incorrectly addressed will be

summarily rejected.

- 3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 Earnest Money shall be forfeited in case of the following--
- i) If the bidder withdraws or amends it's tender or increase in rates after opening of the tender.
 - ii) On refusal to enter into contract after award of contract.
 - iii) If the work is not commenced on the date of starting the work after work is awarded to the contractor.
 - iv) Unsatisfactory performance and/or Non-performance of the contract.
 - v) If the successful bidder fails to furnish performance security.
- 3.7 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely **Qualification Bid** (in form given in Annexure-I) along with **Earnest Money Deposit** and **Commercial Bid** (in form given in Annexure-II) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to ADG (TERM) Pune, Room No.02, O/O DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing "Qualification Bid" or "Commercial Bid" and date of opening of tender.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Dept. of Telecom may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The bidder should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the bidder will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Department of Telecom if necessary.)

6. **Qualification Bid:**

- 6.1 The qualification bid should be submitted in form given in Annexure-I along with the Account Payee Demand Draft of Nationalised bank for **Rs. 15,000/-** in favour of "**Communication Accounts Officer O/o CCA (Maharashtra)**" Payable **at Mumbai** along with registration particulars, Copy of PAN Number issued in favour of the firm, full details of the number of vehicles registered in the name of the bidder or his firm with photo copies of RCs and any other information sought for (as per Annexure-IV,Section 7 and duly constituted Qualification Bid)

7. **Commercial Bid:**

- 7.1 The Commercial Bid should be submitted in the form given in Annexure II in a separate sealed cover kept inside the main cover. The Commercial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder.
- 7.2 The price quoted shall be firm and final for the entire period of contract.
- 7.3 Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.
- 7.4 Terms of payment as stated in the Tender Documents shall be final.
- 7.5 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 7.6 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.

8. **Validity of the Bids:**

The bids shall be valid for a period of 90 days from the date of opening of the tenders.

A bidder accepting the request of DoT,TERM Pune for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

9. **Opening of Tender:**

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

10. **Bid forms and Criterion for Evaluation of Tender:**

The tender should be submitted in two covers; One super-scribing "Qualification Bid" and Second "Commercial Bid" and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted "Tender for Hiring Vehicles". All the three envelopes are to be duly sealed. Qualification Bid and Commercial Bid shall be opened separately. No indication of the Prices will be made in the Qualification Bid. All pages of original bid shall be signed by the person or persons signing the bid.

The evaluation of the tenders will be made first on the basis of qualification information furnished in form given in Annexure-I and then on the basis of commercial information furnished in form given in Annexure-II. The Commercial bid (Annexure-II) of such firms found valid based on qualifying parameters (as per Annexure-I) will be opened on the date, time and venue to be announced after opening of the qualification Bid. The award of work will be further subject to any specific terms and conditions of the contract.

The Time, Date and Venue of the opening of commercial bid will be intimated only to those Bidders, whose qualification Bid is accepted after evaluation of details and documents furnished in Annexure-I. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both qualification Bid and commercial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank. Commercial Bid of the selected bidders only will be opened.

Tender should be submitted to **ADG (TERM) Pune, Room No.2, O/o DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001** on or before 15:00 Hrs of 25/10/2010.

A prospective bidder requiring any clarification on the Bid document shall notify this office in writing. This office shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

At any time, prior to the date of submission of bid, TERM Pune may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

The bidder shall bear all costs associated with the preparation and submission of the bid. TERM Pune in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

11. Bid opening and Qualification Bid Evaluation

TERM Pune shall open the Qualification bid cover containing documents detailed as per Annexure I and Annexure IV (A) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. After scrutiny and evaluation of the qualification Bids, TERM Pune will Shortlist those who are eligible and the date of opening of commercial Bid will be intimated later on. The commercial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in qualification bid and Annexure IV (A).

12. Commercial Bid Evaluation

Commercial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, TERM Pune will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by TERM Pune.

13. Right of Acceptance:

13.1 The Competent authority reserve's all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it-self to accept the lowest or any specific tender. The decision of competent authority in this regard shall be final and binding.

14. Communication of Acceptance:

Successful Bidder will be informed of the acceptance of his tender.

TERM, Pune shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The successful bidder shall within 7 days of issue of letter of intent, give his acceptance along with performance security in conformity with clause 15 of Tender document.

15. Security Deposit:

15.1 The successful bidder will have to deposit a performance security (Security Deposit) within 7days from the date of acceptance of the tender of **8 % of the value of the contract** in the form of Account Payee Demand Draft of any Nationalised Bank drawn **in favour of "Communication Accounts Officer O/o CCA (Maharashtra)" Payable at Mumbai** or a Bank Guarantee for the amount valid for the period extending at least one year beyond the date of

completion of the contract. The Security Deposit will not be adjusted against any payment due to the firm from this office.

15.2 The Bank Guarantee/ demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee/ demand draft as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

15.3 The security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

16. **Penalty:**

16.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicles or not providing Vehicles, competent authority shall make deductions at **double** the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Telecom.

16.2 In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.

17. The near relatives of employees of this office are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family.

(b) Their 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) and sister's husband (brother-in-law).

18. **Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

19. **Subletting of Work:**

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority which he/she will be at liberty to refuse if he/she thinks fit.

20. The tender is not transferable. Only one tender shall be submitted by one bidder.

21. Terms of payment:

- 21.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- 21.2 All payments shall be made by cheques only, in the name of the contracted agency.
- 21.3 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- 21.4 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 21.5 Monthly bills in respect of vehicles engaged shall be submitted in triplicate to the authority specified in contract along with completed Duty slips/Movement Records duly signed by the user by the 5th of the following month for payment. In case, the bills are not submitted to this office as per above schedule, this office will not take responsibility for delay in payment. It should be ensured that there is no overwriting in the Log book/Duty slips. In no case, Log Book/duty Slips without signature will be accepted for payment and if it is found so, the amount will be disallowed. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill will be paid proportionately as per terms & conditions.
- 21.6 In case of any reduction of taxes and statutory levies (if any) during the contractual period, this office shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

22. Arbitration

- 22.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to arbitration and the arbitrator shall be appointed by DDG (TERM), PUNE. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act. 1996.
- 22.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 22.3 The venue of the arbitration proceedings shall be at office of DDG (TERM), PUNE or such other place as the arbitrator may decide.

23. Set Off

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

24. Termination of contract

- 24.1 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.
- 24.2 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.

25. Termination for insolvency

This office may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

26. 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 persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this office, the same shall be reimbursed /indemnified by the contractor.

27. Force Majeure:

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

3. SPECIFIC TERMS AND CONDITIONS

A. Vehicles

1. The vehicles will generally be required by this office for carrying Departmental Officers/Guests and staff, mostly in Pune district. However in certain occasions it may be required to take the vehicle outside Pune .The duty timings shall be from **09:00 hrs to 19:00 hrs a week, from Monday to Friday**, normally, however the timings and days may vary depending on the requirements. In case vehicle is required on Sundays/Saturdays and National holidays, that will be treated as Extra hour duty and paid accordingly.
2. To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration Number is indicated in the bid. However, in case of non availability of the specified vehicles, the contractor can provide an alternative vehicle of equivalent or above status/make/model, in lieu of the assigned vehicles **within 1 hour**. But the payment will be released according to the approved rates to the contractor. A penalty up to **Rs.500/- per case** shall be imposed on the contractor in case of failure to do so, in addition to the penalty mentioned in B.13.
3. The vehicle provided by the contractor must be in excellent condition, not older than 3 years (purchased not before September 2007) and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.
4. The vehicles being sent by the tenderer will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions or in the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle otherwise a penalty up to **Rs.500/- per case** shall be imposed on the contractor.
5. The vehicles registered under Taxi Quota only should be provided. Private vehicles shall not be accepted and payment for such vehicles will not be made.
6. The vehicles shall meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
7. The vehicle provided must be fully and comprehensively insured covering the risk to the driver.
8. The vehicle provided must have all relevant documents like registration book/driving license/insurance /road tax/receipt permit fee/ passenger tax/border tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
9. Bidders should have minimum of two vehicles of the type as per specifications (total four vehicles), registered in their names or in the names of the firms or leased from a third party. The list of vehicles along with photocopies of lease agreement and registration book/RC should be attached with the tender (Qualification Bid).
10. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicles shall be rejected and no payments shall be made for the same.
11. Present requirement of this office is only for two vehicles, but however in future third vehicle (**Indica Non AC**) can be hired by this office from the successful bidder on the same terms and conditions and the rates finalized in this Tender for Indica (Non AC).
12. In case of any conflict between the specific and general terms and conditions, the specific terms and conditions will prevail.

B. Contractors

1. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
2. The firm/company bidding for this tender must have a minimum annual turnover of Rs **10 Lakhs in previous two years, (2008-09 & 2009-10)** to qualify. The same should be supported by proper statements certified by a registered CA.
3. The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.
4. Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately, with encashment of the security deposit.
5. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
6. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
7. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff.
8. 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.
9. The work contract can be distributed among two or more parties at the sole discretion of competent authority. In case of termination of contract with one party competent authority may allot the work to other parties on the same terms and conditions and on same rates.
10. The firm should be registered and should furnish a copy of registration certificate in support thereof.
11. Only such contractors may apply whose vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such vehicles are to be operated.
12. The contractor must have at least 4 well trained drivers on their employee roll.
13. The contractor must reimburse all the expenditure incurred on travelling by the officer, in case of failure to provide the vehicles on any day, for any reason whatsoever. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer. Failing to do so will result in termination of the contract, forfeiting of the security deposit and/or deduction of the payment for the whole month.
14. In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately and award the same to the next lowest bidder or third lowest bidder depending on the situation. In such cases, no payments (pending or future) shall be released against the original contract.

15. **Statutory Requirements** - It is necessary to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the contractor does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.

The contractor should abide by the provisions of:-

- a) Contract Labour Act.-1970
- b) The payment of wages Act-1936
- c) The payment of minimum wages Act.1948
- d) Workman compensation Act 1923
- e) The employees state Insurance Act.1948
- f) Employment liability Act.
- g) Group Insurance Act.
- h) EPF and Miscellaneous provision Act.1952.

16. Govt. Tax / Levy / Duty other than Service Tax will be borne by the contractor.

C. Drivers

1. 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.
2. The drivers should be residents of Pune and also be equipped with Mobile phone.
3. No charges will be given for lunch/tea of the driver. Driver should carry his lunch.
4. Drivers of each vehicle requisitioned by this office will report to the respective officers to which the vehicles are allotted.
5. Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.
6. The driver will do the maintenance work, re-fueling etc on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
7. The driver must be punctual and arrive on specified time on specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
8. Drivers must not use their mobile phones or stop for personal works while driving. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
9. Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis. (In addition to the penalties mentioned in clause B.13 above).
10. The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.
11. The drivers may be asked to do overtime and may be called on holidays/weekends and on odd times depending on the necessity and he should be prepared for such events. It will be a contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
12. Attested copy of driver's driving licenses should be submitted during the contractual period

D. Meter Reading

1. Meter reading will start/close from point of pickup to the point of drop. Extra **5 Km** or the distance from garage to pick up/drop point, whichever is less shall be added as distance to the garage. Minimum fixed Km shall be **1500 Km per month**. If the vehicle is not called on any day due to any reasons, the total Kms for that day will be treated as 0 (Zero).
2. The drivers of the vehicle will maintain Log Sheets, which will be supplied by this office, in respect of each car. The entries in the log book must be got certified by the officer himself on the basis of daily duplicate duty slip, everyday.
3. Competent authority 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 the competent authority, which may even lead to termination of the contract.
4. The tempering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.
5. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the security deposit.
6. Unused KMs if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is to be given with the body of bill while submitting claim for payment.

E. Prices and Payments

1. Payment of bills would take about three to four weeks time on an average. No advance payment shall be made under any circumstances.
2. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the period of contract.
3. In case where the cars fitted with AC system are supplied against requisition of non AC cars, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.
4. The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border 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 this office.
5. Parking charges and toll tax shall be paid extra as per actual on production of documentary evidence.
6. The bill in triplicate along with duty slips/ log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted.
7. Service Tax, if any will be paid extra as per prevailing rates.

ANNEXURE-I

4. QUALIFICATION BID

(To be enclosed in a separate sealed envelope)

1. Name of Tendering Company/ Firm / Agency *(Attach certificate of registration)*

2. Name of proprietor / Director /Owner

3. Full Address of Reg. Office:

Telephone No:

Fax No:

E-Mail Address:

4. Full address of Operating/ Branch Office

Telephone No:

Fax No:

E-Mail Address:

5. Banker of bidder with full address *(Attach copy of bank A/c statement duly certified by chartered accountant for the last two years (2008-09,2009-10))*

Telephone Number Of Banker

6. PAN / GIR No. *(Attach attested copy)*

7. Service Tax Registration No. *(Attach attested copy)*

8. Registration Nos. of vehicles to be supplied together with make: *(Photocopies of registration book/Lease Agreement should be attached)*

Regular Vehicles 1. _____ 2. _____

Standby Vehicles 1. _____ 2. _____

9. Financial turnover of the Bidder alongwith profit and loss account statement for the last 2 Financial Years *(Attach separate sheet if space provided is insufficient)*

Financial Year	Amount (Rs. Lacs)	Financial Year	Amount (Rs. Lacs)
2008-09:		2009-10:	

10. Give details of the major similar contracts handled by the Bidder on behalf of PSUs and Government Departments during the last two years (2008-09 & 2009-10) in the following format. Attested copies of work orders may also be attached. Details of client along with address, telephone and FAX numbers: (*if the space provided is insufficient, a separate sheet may be attached*)

Amount Contract (Rs. Lacs)	Duration of Contract
----------------------------	----------------------

1.

2.

11. Additional information, if any *(Attach separate sheet, if required)* Signature & seal of authorized person

- Date:
- Name:
- Place:

ANNEXURE-II

5. COMMERCIAL BID

(To be enclosed in a separate sealed envelope)

1. Name of the Bidder:

2. Details of Earnest Money Deposit: Rs. _____

DD / PO No. & Date _____ Drawn on Bank _____

Service : Provision of hired vehicles for the office of DDG(TERM) Pune.

Quantity : One Swift DZire (AC) and one Indica (Non AC)

PART A

Sl. No.	Description	Charges in Rs (for Swift DZire AC) [A]	Charges in Rs (for Indica Non AC) [B]
1	Monthly Rate (For 1500 Km per month, 10 hrs a day)		
2	Service tax, if any (at prevailing rates)		
	Total		
	Total amount for 2 vehicles	Rs. _____	

PART B

Sl. No.	Description	Charges in Rs. (for Swift DZire AC) [A]	Charges in Rs (for Indica Non-AC) [B]
1	Extra per Km,(over 1500 Km per month) in Rs. Per Km		
2	Extra hours (per hour) over and above 10 hrs duty per day in Rs. Per hour.		
3	Outstation Night Halt charges(In Rs per Night)		
4	Any other charges (Pl. indicate)		

Amount (In words): _____

- Terms and conditioned mentioned in this tender (No. DDG (TERM) Pune/ACCT-17/Tenders/HiredVehicle/2010-11 Dated: 17/09/2010) are applicable.

- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
- The above rates required to be inclusive of statutory taxes as may be applicable (Except Service Tax).
- Grand total under Part A will be taken for evaluation of lowest bid
- **Prices quoted under Part B of Section 5 will not be taken for the purpose of financial bid evaluation.** However these prices can be negotiated during tender finalization.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-III

6. DECLARATION

1. I, _____ Son/Daughter /Wife of Shri _____ Proprietor /Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. I hereby certify that none of my relative(s) is/are employed in O/o DDG (TERM), Pune unit of DOT as per details given in clause 17 (section 2) of tender document.

4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. In case at any stage, it is found that the information given by me is false/incorrect, O/o DDG (TERM), Pune shall have the absolute right to take any action as deemed fit, without any prior information to me.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-IV

7. ORDER FOR ARRANGEMENT OF DOCUMENTS

A) First Sealed envelope should contain: Qualification Bid

1. DD for Document fee (if not paid already);
2. DD for Earnest money deposit;
3. Qualification Bid form (Annexure-I);
4. Attested copy of Registration certificate of the company/firm/partnership etc;
5. Attach copy of Bank A/c statement duly certified by chartered accountant for the last two years(2008-09 & 2009-10);
6. Document Certified by chartered accountant, in support of financial turnover of the agency alongwith profit and loss account statement for past 2 years (2008-09 & 2009-10);
7. Work experience of similar work during the past 2 years(2008-09 & 2009-10);
8. Attested copy of PAN / GIR Card;
9. Attested copy of the IT return filed for the last two financial years;
10. Attested copy of Service Tax registration certificate;
11. Attested copies of registration books of the vehicles quoted;
12. Lease Agreements for vehicles quoted (if vehicles are not owned by the bidder);
13. Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance.
14. Copy of Registration of ESI
15. Copy of Registration of EPF
16. Declaration as per Annexure-III
17. Letter of Authorization for attending bid opening as per Annexure-VI

B) Second Sealed envelope should contain: Commercial Bid

1. Commercial bid (Annexure-II) duly filled and signed.

The tender should be submitted in two parts namely Qualification Bid (in form given in Annexure-I) along with Earnest Money Deposit and Commercial Bid (in form given in Annexure-II) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to ADG (TERM) Pune, Room No.02, O/O DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing "Qualification Bid" or "Commercial Bid" and date of opening of tender.

ANNEXURE-V

8. Performance Security Bond Form

In consideration of the president of India(hereinafter called 'the Government') having agreed to exempt.....(hereinafter 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 of.....contractor(s) do hereby undertake to pay to the Government an amount not exceeding..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

Witness:-

Telephone No(s):

STD Code:

FAX No:

E-mail Address:

ANNEXURE-VI

9. Letter Of Authorization 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 one representative will be permitted to attend the bid opening. Alternate representative will be permitted only 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.*

Annexure -VII

10. AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2010 between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____ .AND Department of Telecommunication. (herein after called the DoT whose term includes its successors and assignees) whose registered office is situated at Sanchar Bhavan New Delhi and acting through its authorized official Sh. _____, at DDG TERM PUNE Office at Pune. The Contractor will provide Commercial vehicles on hire basis for DDG TERM PUNE for official use on the terms and conditions herein contained, and rates as mentioned in Appendix-I . The "Contractor" has deposited Rs. _____ (Rupees) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than September 2007- year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by DoT.
2. The Contractor shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of DoT indicated in appendix-I shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the DoT and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to DoT not older than three year (not earlier than September 2007 model) and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the Contractor.
6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The DoT only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the DoT is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the DoT then the DoT will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.

7. Contractor will submit bills to the _____ Section of _____, of DoT on monthly basis for release of payment by DoT.

8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ DoT officials. On the basis of these duty slips, the bills shall be raised to DoT by the Contractor. Counting of distance will be from garage to pickup /drop point, but chargeable distance in this respect shall not be more than 5 kms or distance from garage to pickup/drop point whichever is less in each way between user delivery address and the garage/normal parking place.

9. If the Contractor fails to provide the vehicle to DoT and if the service is not found satisfactory enough, the DoT shall have the right to terminate the contract in whole or part as per clause 24 of Section 2 of Tender Document.

10. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the Contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause A.4 of Section 3 of Tender Document.

11. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Contractor. DoT shall have no liability whatsoever.

12. The Tender Document No **DDG(TERM)Pune/ACCT-17/Tenders/HiredVehicle/2010-11Dated 17/09/2010**, shall form integral part and parcel of this Agreement.

13. That Contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Contractor. DoT will not be liable for any loss, damages, etc. suffered/ to be suffered by Contractor or third party as the case may be.

14. If for any reason the DoT is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the DoT regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

15. The Contractor shall also be liable for all fines, penalties on parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and the Contractor accordingly indemnifies the DoT against all such liability.

16. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Contractor will also ensure that they will not supply the vehicles to DoT which are either owned by employees of DoT or their near relatives as defined in Sch-IV of Company Act 1959 and clause 3 of Annexure III of the tender documents.

17. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the DDG TERM PUNE. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the office for the time being entrusted whether in addition to the function of the DDG TERM PUNE at Pune or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the DDG TERM PUNE at Pune or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the DDG or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

18. If the Contractor institutes any legal proceedings against the DoT to enforce any of its rights under this agreement it shall be in the legal jurisdiction of DoT where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____

Signed _____

For and on behalf of the DoT

For and on behalf of the Contractor

Name (caps) _____

Name (caps) _____

Designation _____

Designation _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

Appendix – I

DEPARTMENT OF TELECOMMUNICATION

O/o DDG TERM Pune, DoT at Pune

11.(Part of Agreement for vehicle hire)

Period of contract :- ONE YEAR

Sl. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model	Monthly Contracted KMs
1.	DDG TERM PUNE	CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001	2	Do not quote	Swift DZire AC/ Tata Indica Non AC	Not before September 2007	1500

Signed _____

(on behalf of DoT)

Name (caps) _____

Designation _____

_____ End of Document _____