

Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
Office of the Dy. Director General,
Telecom Enforcement, Resources & Monitoring Cell, Orissa
7th floor, IDCO Tower, Bhubaneswar – 751 022

Tender No. DDG/TERM/OR/Tender/Vehicle Hire/2009-10 Dated 06.08.2009

BID DOCUMENT

For Hiring of Vehicles (Taxi)
By Telecom Enforcement, Resources &
Monitoring Cell, ORISSA

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

Not transferable

Price of Bid Document: Rs.500.00

CONTENTS OF TENDER DOCUMENT

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**O/o Deputy Director General
Telecom Enforcement, Resources & Monitoring Cell, Orissa
Government of India, Ministry of Communications & IT
Department of Telecommunications
7th floor, IDCO Tower, Bhubaneswar – 751 022**

Tender No. DDG/TERM/OR/Tender/Vehicle Hire/2009-10 Dated 06.08.2009

NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of the President of India for hiring of non A/C, Diesel driven, Taxi registered vehicles, as listed in enclosure not older than Jan ,07 model from the prospective contractors who can supply minimum two Vehicles for the TERM Cell, Orissa, Bhubaneswar.

Desirous companies/firms/agency may obtain tender documents w.e.f. **07.08.2009** on request in writing from ADG, TERM, 7th floor, IDCO Tower, Bhubaneswar – 751 022 (Phone No.0674-2540704) on all working days (i.e. Monday to Friday) between 10.30 hours and 15.30 hours up to **27.08.2009** on payment of Rs.500/- (non- refundable) by Demand draft from any of the scheduled bank drawn in the favor of Communication Accounts Officer, CCA, Orissa payable at Bhubaneswar.

Tender documents downloaded from the DOT web site - www.dot.gov.in are also acceptable provided the requisite tender fee i.e. Rs.500/- is enclosed in the form of Account Payee Demand Draft from any of the scheduled bank, drawn in favor of Communication Accounts Officer, CCA, Orissa payable at Bhubaneswar at the time of submission of bid document.

1. Schedule :

| | | |
|--|----------|---|
| Sale of bid Document | : | 07.08.2009 to 27.08.2009 (Time 10:30 hrs to 15:30 hrs) |
| Last date & time for receipt of bids | : | 28.08.2009, Time 15:00 hrs |
| Date & Time for opening of Technical Bid | : | 28.08.2009, Time 15:30 hrs |
| Date & Time for opening of Financial Bids for technically qualified bidders | : | 28.08.2009, Time 16:30 hrs |

Place of opening the bids : **Office of Dy. Director General
TERM, Orissa, 7th floor, IDCO
Tower, Bhubaneswar – 751 022**

Validity of bid **90 days from the date of
Opening of tenders**

**The bid shall not be accepted after this deadline under any circumstances
whatsoever.**

2. The interested Companies/ Firms/ Agencies may put bid document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- and other requisite documents from **10:30 AM on 07.08.2009 up to 28.08.2009 till 15:00 hours** on in the Tender Box kept in the O/o Dy. Director General (TERM), Orissa, 7th floor, IDCO Tower, Bhubaneswar – 751 022.
3. 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), Orissa, Department of Telecommunications, Govt. of India, in this regard shall be final and binding on all.

Assistant Director General
Telecom Enforcement, Resources & Monitoring Cell, Orissa
7th floor, IDCO Tower
Bhubaneswar – 751 022

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should have been registered with the Tourism Dept. Of Govt. of India/State Govt.
- b) The bidder should have service Tax and Income Tax registration.
- c) The bidder should have at least one-year experience; certificate of satisfactory performance in similar services preferably with Central Govt./state Govt./Public sector shall be provided.
- d) The bidder should own at least one Vehicle (not older than Jan, 07) registered as Taxi.
- e) The bidder shall submit copy of the lease deed for one vehicle (not older than Jan, 07) that can be assigned in their favour.

2. Documents required to be submitted along with the bid

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

- a. Copy of the registration with the Tourism Dept. Of Govt. of India/State Govt.
- b. Valid Service TAX Registration Certificate.
- c. Latest Income TAX return along with copy of PAN card.
- d. Document in support of the past performance (One year experience Certificate).
- e. Document showing ownership of one vehicle (not older than Jan, 07 model) in taxi category.
- f. Document (e.g. lease deed) that firm shall be able to supply at least one vehicle in taxi category (not older than Jan, 07 model).
- g. Bid Security (EMD) of required amount in the form of Demand Draft.
- h. Information sheet about the bidder as per Annexure- I.
- i. Declaration as given in Annexure-II.
- j. Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure-III.
- k. Certificate of Near Relative not working in DOT in the format given in Annexure- IV.
- l. Pre-receipt for refund of EMD in the format given in Annexure-V.

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

3. Packing Bid Documents

Tender should be submitted in two covers; One super scribing "Technical Bid" and Second super scribing "Financial Bid" and both the envelopes are in turn be put in another envelope and this envelope should be super scribed prominently as "TENDER FOR HIRING OF COMMERCIAL VEHICLES". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be

opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

4. Prescribed Format

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

5. Bid Price

- I. The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the "Services to be provided".
- II. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc.
- III. The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

6. Bid Security (EMD)

- 6.1 The bidder must deposit Rs.10000/- (Rupees Ten Thousands only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at Bhubaneswar in favour of CAO, O/o CCA, Orissa Telecom Circle, Bhubaneswar valid for 90 days from the date of tender opening.
- 6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- 6.3 The bid security may be forfeited
 - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
 - b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - c) If the successful bidder fails to furnish performance security.
- 6.4 The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

- a. The bids should be duly sealed and addressed to ADG(TERM) O/O DDG,TERM Cell, Orissa, and dropped in the Tender Box provided in O/o DDG, TERM Cell,

Orissa, 7th Floor, IDCO Tower, Bhubaneswar -751 022, on or before 15:00 hours of the due date.

- b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

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

9. Bid Evaluation

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

10. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to Rs.30,000/- (Rupees thirty thousands only) within two weeks of conveying O/o DDG (TERM)'s intention for accepting the bid as Performance Security.
- b. Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure-VII or equivalent amount will be deducted by the DDG (TERM) office from the amount payable to the contractor in lieu of the services provided after the conversion of the bid security amount into performance security.

- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o DDG (TERM), Orissa to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Award of Contract

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

12. Right to vary Quantities

O/o DDG (TERM), Orissa reserves the right to increase or decrease the required quantity of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.

13. Signing of Contract

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

14. Annulment of Award

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

15. Right to Accept or Reject

O/o DDG (TERM), Orissa reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

16. Termination of Contract

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

- a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the O/o DDG (TERM), Orissa.
- b) If the contractor fails to perform any other obligations under the contract agreement.

16.2 O/o DDG (TERM), Orissa may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

16.3 Notwithstanding anything contained herein, O/o DDG (TERM), Orissa also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

17. Termination for Insolvency

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

18. Miscellaneous Conditions:

19.1 O/o DDG (TERM), Orissa reserves the right to counter offer price against price quoted by the bidder.

19.2 O/o DDG (TERM), Orissa reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

19. Force Majeure

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

20. Arbitration

21.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be

referred to sole arbitration of the O/o DDG(TERM), Orissa. In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the O/o DDG(TERM), Orissa or by whatever designation such officer may be called (herein after referred to as the said officer) and if the O/o DDG(TERM), Orissa or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the O/o DDG(TERM), Orissa or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

21.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be the office of O/o DDG (TERM), Orissa at Bhubaneswar or such other place as the arbitrator may decide.

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

23. Terms of Payment

Payment shall be made within 15 days from the date of receipt of bill in the O/o DDG (TERM), Orissa. Monthly bills shall be submitted in duplicate to the ADG(TERM), O/o DDG (TERM), Orissa, Bhubaneswar along with the copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

24. Duration of the Contract

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

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract and wherever there is a conflict, the provisions herein shall prevail over those general conditions.
2. Office of DDG (TERM), Orissa, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall O/o DDG (TERM), Orissa assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible. The bidder should own at least one Vehicle (not older than Jan,07) registered as Taxi. The second Vehicle should be either owned by him/her or he/she should sign the lease deed with real owner of the vehicle and submit the same to the O/O DDG (TERM) before signing of agreement with O/o DDG (TERM) Orissa.
6. The near relatives of all employees working in the Department of Telecommunications either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a. Members of a Hindu Undivided Family;
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother son (s), son's wife(daughter- in - law), Daughter (s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) husband (brother-in-law).
7. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. O/o DDG (TERM), Orissa shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to O/o DDG(TERM), Orissa have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, O/o DDG(TERM), Orissa will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
9. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/o DDG (TERM), Orissa as and when demanded.

10. Shortage in utilizing the contractual 1500 Kms per month in any particular month shall be adjusted over a period of subsequent three months.
11. Change of commercial vehicle of same type and model will be allowed (For Second Vehicle) on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.
12. The vehicle may be used any where in the territorial jurisdiction of Orissa Telecom Circle.
13. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
14. TDS applicable will be deducted from the payable amount of the bill.
15. Maximum 10 (ten) kilometers per day or the actual distance covered in round trip between User delivery address and the garage/normal parking place, whichever is less, will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/ normal parking place.
16. The contractor shall abide with all local/municipal/sate/central laws and regulations.
17. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/o DDG (TERM) Orissa office to contact them as and when required, during the period of the contract.
18. Payment of all kinds of Government taxes or duties for supplying vehicles in Orissa will be the liability of the contractor.
19. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the DDG (TERM), Orissa.
20. The Service provider/contractor shall not engage any person below the age of 18 years.
21. O/o DDG (TERM), Orissa reserves the right to award the tender to two bidders, each for one vehicle. The bidder can quote for single category vehicle also.
22. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of TERM, Orissa authorized by DDG (TERM), Orissa.

SERVICES TO BE PROVIDED

1. Service: Provision of registered commercial vehicles (Taxi) with licensed drivers, on hiring basis for running in Orissa.
2. Contract Period: Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period (of up to One Year) if agreed by the contractor and the O/o DDG (TERM), Orissa on the same rate and terms and conditions.
3. Quantity: Estimated number of vehicles to be hired is 2 (TWO). However it should be clearly noted that Office of DDG (TERM), Orissa shall place the order only as per the actual requirement from time to time.
4. Duty hours: Normal duty timings shall be from 0900 hrs to 1900 hrs on working days from Monday to Saturday with weekly Off on Sunday. However the timings and days may vary depending on the requirements and the actual duty hours shall be specified by the users of the vehicles.
5. Notice Period: 1) For regular requirements one day in advance.
2) Telephonic intimation shall be considered as notice.
6. Reporting Place & Jurisdiction: Any place within the jurisdiction of the Office of DDG (TERM), Orissa. Actual place of reporting shall be specified by users of vehicles. Vehicle shall be required to run to any station within the territorial jurisdiction of Orissa.
7. Counting of Distance: The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms whichever is less.
8. Accuracy of Meter reading: The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to the Office of DDG (TERM), Orissa.
9. Penalties:
 - I. In case of break down, vehicles have to be replaced by other immediately or within not more than one hour. In case of non availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed.
 - II. In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
 - III. In case of non- availability of vehicles during extra hours Penalty of Rs.200- / per occasion shall be imposed.

IV. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to the DDG (TERM), Orissa.

10. Special:

I. Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.

II. Payment of any Govt. Tax including service tax or duty for playing the vehicles in the service area will be liability of contractor.

III. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.

BID FORM

(To be enclosed with envelope containing technical bid)

Tender No. DDG/TERM/OR/Tender/Vehicle Hire/2009-10 Dated: 06.08.2009

To,
ADG (TERM)
Office of the Dy. Director General,
Telecom Enforcement, Resources & Monitoring Cell, Orissa
7th floor, IDCO Tower, Bhubaneswar – 751 022

Dear Sir,

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

Dated thisDay of 2009

Signature of

In Capacity of
Duly authorized to sign the bid for and behalf of

Witness.....
Address
Signature

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

| S.No | Details of Documents to be Submitted | Submitted(Yes)/ Not Submitted(No) |
|------|---|--|
| 1. | Cost of Tender Paper (if downloaded from website) DD No. Date: Bank: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. | EMD (Amount Rs.10000/-) DD No. Date: Bank: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | Copy of the registration certificate with the Tourism Dept. Of Govt. of India/State Govt. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | Copy of Valid Service TAX Registration Certificate | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. | Copy of Latest Income TAX return along with copy of PAN card. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. | Copy of Document in support of the past performance (One year experience Certificate). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. | Document showing <u>ownership</u> of one vehicle (not older than Jan, 07 model) in taxi category | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. | Document (e.g. lease deed) that firm shall be able to supply at least one vehicle in taxi category (not older than Jan, 07 model) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. | Information sheet about the bidder as per Annexure- I. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | Declaration as given in Annexure-II | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. | Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure-III | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. | Certificate of Near Relative not working in DOT in the format given in Annexure- IV | <input type="checkbox"/> Yes <input type="checkbox"/> No |

DATE

SIGNATURE

SEAL

FINANCEIAL BID

(To be enclosed in a separate sealed envelope)

Name of the Tenderer:

SCHEDULE OF RATES

A. Indica/Ambassador (Non A/C, Diesel driven):
(Scheduled Works) Monthly KM hire slab:

| S.N. | Items | Rate in Figures | Rate in Words |
|------|------------------------------------|-----------------------|---------------------------|
| 1 | Rate for first 1500 KMs per Month. | Rs..... per Month. | Rupees..... per Month. |
| 2 | Rate beyond 1500 KMs | Rs..... per KM | Rupees..... per KM |
| 3 | Outstation night halt charges | Rs..... per Night | Rupees..... per Night |
| 4 | Extra Hours | Rs..... per Hour | Rupees..... per Hour |

B. Indigo/ Chevrolet Travera/Tata Sumo (Non A/C, Diesel driven):
(Scheduled Works) Monthly KM hire slab:

| S.N. | Items | Rate in Words | Rate in Figures |
|------|------------------------------------|-----------------------|---------------------------|
| 1 | Rate for first 1500 KMs per Month. | Rs..... per Month. | Rupees..... per Month. |
| 2 | Rate beyond 1500 KMs | Rs..... per KM | Rupees..... per KM |
| 3 | Outstation night halt charges | Rs..... per Night | Rupees..... per Night |
| 4 | Extra Hours | Rs..... per Hour | Rupees..... per Hour |

Note:

1. Rates should be inclusive of all taxes/duties(Central, State and Municipal)
2. Rates may be quoted for one category also.

Signature of the Bidder in full with date

Date:

Signature of the Bidder

Annexure I

INFORMATION ABOUT THE BIDDER

- 1) Name & Address of Firm/Party: _____

Telephone Number (O) _____
(R) _____
(Mobile) _____
- 2) Whether it is Proprietorship or Partnership _____
- 3) Full Name(s) of Proprietor or Partners _____
(Attested copies of partnership deed _____
should invariably be attached along _____
with Authorisations)
- 4) Permanent Account Number (Income Tax) _____
- 5) Sales Tax Registration Number of the Firm/Party _____
- 6) Reference Number of Tender Offer of the Firm/party _____

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. 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.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

DECLARATION REGARDING DOWNLOADED DOCUMENT

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that I / We has/have not tampered the tender document No:
DDG/TERM/OR/Tender/Vehicle Hire/09-10, Dated 07.08.2009 downloaded from the
website www.dot.gov.in.

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

PRE RECEIPT

FOR REFUND OF EARNEST MONEY

Received with thanks from Communication Accounts Officer, O/o CCA, Orissa Telecom Circle, Bhubaneswar a sum of Rs. _____ /- (Rupees _____ only), towards refund of Earnest Money Deposit paid in respect of the Tender no. **DDG/TERM/OR/Tender/Vehicle Hire/2009-10 dated 06-08-2009** for “ Hiring of Taxi ” in O/o DDG(TERM), Orissa.

Date:

Signature of Bidder
(on one rupee revenue stamp)

Place:

Name & Address: _____

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

EVALUATION FORMULA

A. Indica/Ambassador (Non A/C, Diesel driven):

| Sr.No. | Particulars (X) | Approx. Quantity (Y) | Total (X*Y) |
|--------|-----------------------------------|-------------------------------|-------------|
| 1 | Rate for first 1500 Kms per month | 1 | |
| 2 | Rate beyond first 1500 Kms | 500 kms | |
| 3 | Outstation night halt charges | 2 | |
| 4 | Extra hours | 30 Hours | |
| | | Total Evaluated Cost » | |

B. Indigo/ Chevrolet Travera/Tata Sumo (Non A/C, Diesel driven):

| Sr.No. | Particulars (X) | Approx. Quantity (Y) | Total (X*Y) |
|--------|-----------------------------------|-------------------------------|-------------|
| 1 | Rate for first 1500 Kms per month | 1 | |
| 2 | Rate beyond first 1500 Kms | 500 kms | |
| 3 | Outstation night halt charges | 2 | |
| 4 | Extra hours | 30 Hours | |
| | | Total Evaluated Cost » | |

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General, DoT, Orissa (hereinafter called DDG(TERM) Orissa) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to DDG(TERM), Orissa, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG(TERM), Orissa, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM), Orissa stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG(TERM), Orissa, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM), Orissa in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.
3. We undertake to pay to the DDG(TERM), Orissa, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the DDG(TERM), Orissa under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Orissa certifies that the terms & conditions of the said agreement have been fully and properly

carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with the O/o DDG (TERM), Orissa that the O/o DDG(TERM), Orissa shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the O/o DDG(TERM), Orissa, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of O/o DDG(TERM), Orissa, or any indulgence by the O/o DDG(TERM), Orissa, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the O/o DDG (TERM), Orissa.

Dated: _____

For _____
(Indicating the name of the Bank)

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

Annexure VIII

LETTER OF AUTHORIZATION FOR ATTENDING BID
OPENING

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

To,
DDG (TERM), Orissa
Bhubaneswar

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

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

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

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