



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Telecom Enforcement, Resources & Monitoring Cell, Delhi
5 ½th Floor, MTNL Telephone Exchange Building, Nehru Place, Delhi

Limited Tender No. : TERM/DELHI/HiredVehicle/2009-10

BID DOCUMENT

Tender for providing Services of Hired Commercial Vehicles for the office of DDG, TERM Cell
Delhi,
Department of Telecommunications,
Ministry of Communications and IT,

Not transferable

Price of Bid Document: Rs.250

Deputy Director General
Telecom Enforcement, Resources & Monitoring Cell
Delhi

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TENDER ON RUPEE PAYMENT BASIS

NOTICE INVITING TENDER

No. TERM/DELHI/HiredVehicle/2009-10 Dated: 23-04-2009

1. Sealed tenders on behalf of the President of India, are invited under Two Bid System i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of commercial vehicles on hire basis as per the section VIII for the office of DDG (TERM) Delhi for a period of one year from the date of contract as per the detailed terms and conditions in the Sections VI - VII. The brief requirements are as given below:

Description of services	Type of vehicles	Quantity	Estimated Cost	Usage Area
Hired Commercial vehicles on monthly basis	Non AC Tata Indica (Not older than March 2006 model)	2	4,32,000/-	Delhi and NCR i.e. Noida, Ghaziabad, Faridabad and Gurgaon

2 Desirous companies/firms/agency may obtain tender documents w.e.f. 23/04/2009 on request in writing from:

DE (Admin), O/o DDG TERM Cell Delhi
5-1/2th Floor, MTNL Telephone Exchange Bldg., Nehru Place Delhi,
Ph. No.—011-26469191, Fax No. : 011-26469393

Tender document is available on all working days between 09.30 hours and 17.30 hours till 14/05/2009 on payment of Rs.250/(non-refundable) in Demand draft of the amount drawn in the favour of “Communication Accounts Officer, CCA, Payable at New Delhi”.

3. Tender document can also be downloaded from the website www.dot.gov.in The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender document **Rs. 250/-** in the form of DD in favour of **CAO, O/o CCA Delhi** payable at Delhi is to be enclosed with the bid along with requisite Bid security & other documents, failing which the bid will be out rightly rejected.

4. Schedule:

Start Date & time of issue of Bid Document:	23/04/2009 (Time 09:30 hrs to 17:30 hrs.)
Last Date & time of issue of Bid Document:	14/05/2009 (Time 14:00 hrs.)
Last date & time for receipt of filled tenders:	14/05/2009, Time 15:00 hrs.
Date & Time for opening of Qualification Bid:	14/04/2009, Time 15:30 hrs.
Date & Time for opening of Financial Bids (for qualified bidders):	Shall be Intimated later.
Place of opening the Tenders:	DE (Admin), O/o DDG TERM Cell Delhi, 5-1/2th Floor MTNL Telephone Exchange Bldg. Nehru Place N Delhi
Validity of Bid:	90 days from the date of opening of tenders.

5. The interested Companies/Firms/Agencies may put the bid document complete in all respects along with Earnest Money Deposit (EMD) of Rs.12000/- and other requisite documents, in the Tender Box kept in the O/o DDG TERM Cell Delhi, 5-1/2th Floor MTNL Telephone Exchange Bldg. Nehru Place Delhi.

The bid shall not be accepted after last date and time 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 bid without giving any notice or assigning any reason. The decision of the DDG (TERM) Delhi, Department of Telecommunications in this regard shall be final and binding on all.

7. If the tender opening date is declared a holiday by Govt of India then the tender shall be opened on next working day at 15:30 Hrs.

8. A bid shall be considered incomplete and shall be rejected in case it is not submitted as per conditions in Section V

9. The bid should be submitted on prescribed form enclosed at Section II.

SECTION-II

BID FORM

NIT No. TERM/Delhi/HiredVehicle/2009-10

Dated: /03/09

To,

**DEPUTY DIRECTOR GENERAL (TERM) Delhi,
TERM Cell Delhi,
5-1/2th Floor MTNL Telephone Exchange Bldg. Nehru Palce Delhi**

Dear Sir,

1 Having read the conditions of contract and services to be provided, including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle 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 stamps etc and agreement will be binding on us.

3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract amount for 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 expiry 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 are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.

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

Dated this day of 2009.

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

Of witness

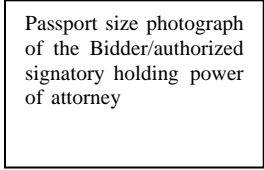
Address

Signature

SECTION III

BIDDER’S PROFILE

General:



- 1 Name of the Bidder/ firm
- 2 Name of the person submitting the Bid whose photograph is affixed Shri/Smt.

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be) Tenderer will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents.

- 1 Address of the firm:
.....
.....
- 2 Correspondence Address:
- 3 Tel no. with STD code (O)..... (Fax).....(R).....
- 4 Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

- 7. Name of Proprietor/Partners/Directors
- 8. Bidder’s bank, its address and his current account number
- 9. Permanent Income Tax number, Income Tax circle
- (Please attach a copy of last income tax return)
- 10. Infrastructure capabilities:

(a) Particulars of vehicles available with the Bidder:

(b) **Type Vehicle(s)**

Registration number

I/We hereby declare that the information furnished above is true and correct. Place: Date:

Signature of Bidder/Authorized
signatory.....
Name of the
Bidder.....
..... Seal of the Bidder

SECTION -IV

Certificate on Non-Participation of near Relatives in the tender
(called for hiring Light Commercial vehicles on Long Term use in O/O DDG TERM Delhi
(As required under Section-VII, clause (7) of Bid-Documents).

CERTIFICATE

I _____,

S/O

R/O

_____ hereby certify that none of my relative(s) as defined in Section-VII, item (7) of tender document is/are employed in DDG (TERM) Delhi unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DDG (TERM) shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Transporter Name (caps) _____

Designation _____

Date _____

SECTION V
INSTRUCTION TO BIDDERS

A DEFINITIONS :

- (a) **“The Purchaser”** means the O/O DDG TERM Cell Delhi, DoT, 5th floor, MTNL Telephone Exchange Building, Nehru Place, New Delhi.
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (c) **“The Supplier”** means the individual or the firm supplying the goods/services under the contract.
- (d) **“The Goods/Services”** means all the equipment, instrument, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **“The Advance Purchase Order”** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

SERVICES TO BE PROVIDED

1 Services to be provided: are as per Section VIII.

2 Eligible Bidders

- (a) The bidder should own either self or on lease sufficient vehicles (minimum five) of model not older than March 2006 vehicles registered as commercial vehicles in their names or firm’s name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- (c) The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than March 2006

(d) The bidder shall have experience of minimum period of 2 years for similar type of contract of supplying not less than five commercial vehicles/cars to Govt. organization or any Public Sector Undertaking or any private sector company.

(e) The bidder shall be a company registered to supply the commercial vehicle to organizations and shall have a Service Tax registration Number.

3. **Cost of Bidding**

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

4. **Bid Document**

Bid document is in two parts (a) Qualifying bid and (b) Financial Bid

4.1 **Qualifying bid consists of:**

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. Bid Form
- d. Bidder profile
- e. Certificate on Non participation of near relatives in the tender
- f. General condition (Commercial) of the contract
- g. Special conditions of contract if any
- h. Services to be provided
- i. Bid security/EMD
- j. Performance Security Bond Form
- k. Letter of authorization to attend bid opening.

Financial bid consists of

- a. Schedule of hire charges

4.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. 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 will be at the bidder's risk and may result in rejection of the Bid.

5.1 Documents required to be submitted for establishing Bidders Eligibility and Qualifications

i The bidder shall furnish the particulars of past performance i.e supply of commercial vehicles to organizations with supporting documents (Experience Certificate etc.).

- ii Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be,
 - iii Latest income Tax Return.
 - iv Service Tax registration Number (attach proof).
 - v. The proof of ownership or Lease holding Document of the commercial vehicle.
 - vi. The proof of registration of the vehicle as a commercial vehicle.
 - vii. Declaration as per Section IV.
- 5.2 All above documents are to be duly self signed by the bidder.

6. Amendment to bid document:

- i) At any time, prior to the date of submission of bid, DoT 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.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them However TERM cell reserves the right to modify any clause of the tender for the supply of the commercial vehicle.

7. Documents comprising the bid

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Bid security furnished in accordance with clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid Form and rate schedule completed in accordance with clause 8 and 9.

8 Bid Form.

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered, quality and price schedule as per Financial bid.

9 Bid Price.

- i) The supplier shall quote the total composite price inclusive of levies & taxes as applicable as per the price schedule given in financial bid for all types of vehicles given in the schedule of requirement giving.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as no responsive and rejected.
- iii) "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance.**

A clause-by-clause compliance of service to be provided (SECTION VIII), and General & special condition (Section VI & VII) shall be given. In case of deviation a statement of deviation shall be given.

11. **Bid Security/EMD**

11.1 Pursuant to clause 5 of NIT, the bidder must deposit Rs. 12000/-(Rupees Twelve Thousands only) as Bid Security. The Bid Security shall be in the form Cross Demand Draft drawn on Nationalized/ any Scheduled Bank in Delhi in favour of CAO O/o CCA Delhi valid for 90 days from the date of tender opening to be submitted.

11.2(a) The Earnest Money of the successful tendered will be adjusted towards security deposits and of the unsuccessful bidders will be refunded without any interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

11.2 (b) Interest shall NOT be payable on the Earnest Money deposit.

11.3 The Bid Security/EMD may be forfeited.

a) If bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid form.

b) If the successful bidder fails

i) to sign contract in accordance with clause 18

ii) to furnish performance security in accordance with clause 11 of Section V

12. The over writing/ erasures in the bid made by the bidder shall be signed with date by the person signing the bid.

13. **SUBMISSION OF BIDS**

i) The bids should be submitted in duly sealed envelope and the envelope shall be addressed to DDG TERM, Delhi, 5-1/2th Floor MTNL Telephone Exchange Bldg. Nehru Place Delhi and deposited in tender box or sent by courier/speed /registered d. Post should reach before opening of bid documents.

iii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

a. **Method of preparation of bid:**

Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes

should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Qualifying Bid	Containing documents as per clause 4 & 5. Bid security as per clause 11. Cost of tender Document as mentioned in NIT, for downloaded document tender
Second	Financial Bid	Schedule of hire charges

On all these envelopes the name of the firm and whether “Qualifying” OR “Financial” a bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The Bids that are not submitted in above mentioned manner should be summarily rejected.**

b. All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:

Tender for HIRING OF COMMERCIAL VEHICLE “NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

(Tender no.....)

(i) All envelopes (2 inner & one outer) must bear the full address of the tendering authority at the center of envelope.

(ii) All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

c. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

d. The bidder shall prepare one complete set of original bid and make another copy of the same, clearly marking one as ‘Original Bid’ and the other as Copy. In case of any dispute/representation, the content of the original shall be used as final

e. The original and all other copies of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, shall be signed by the person or persons signing the bid.

f. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

14. Bid opening

14.1 Bids shall be opened 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 (Format is given in section XI).

14.2 The Bidder's name, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

14.3 The Financial Bid shall be opened after qualification bid evaluation. Bids belonging to those organizations only that are declared qualified in the qualification bid evaluation shall be opened. The remaining bids shall be returned to the unsuccessful bidders.

15. Evaluation

15.1 Purchaser shall evaluate the bids 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. To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained. The pre-bid clarifications shall have to be submitted at least one week prior to date of bid submission. Any pre-bid clarification received after this date shall not be entertained.

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

15.3 DoT shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Financial bid of the bid document.

15.4 Financial bids shall be opened of those bidders whose qualifying bids are found substantially responsive.

15.5 L1 will be arrived on the basis of the lowest total amount quoted by bidder for two vehicles as in the price schedule.

15.6 The rate of daily basis vehicle will not be considered for evaluation. However work order will be issued to L1 bidder depending on the requirements at a particular occasion. In which case the type of vehicle & quantity required will be notified.

15.7 The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of bid submission. However any increase/decrease in the tax rates during the period shall be taken into consideration while placing the PO.

15.8 Subject to Clause 15.1 no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

16. Award of Contract

Purchaser shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security in conformity with section IX with the bid document.

17. Right to vary quantities

DoT reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

18. Signing of Contract

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

18.2 Upon the successful bidder furnishing the Performance Security the Purchaser shall discharge its bid security in pursuant to clause 11.

19. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Purchase may make the award to any other bidder at the discretion of DoT or call for new bids.

20. Period of validity of bids

(i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by Purchaser as non-responsive.

(ii) In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The requests and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension, will not be permitted to modify his bid.

21 While all the conditions specified in the Bid Documents are critical and are to be complied Special attention of bidder is invited to the following clause of the bid document, non-compliance of any one of which shall result in out right rejection of the bid.

(h) Clause 13. a - The bids will be recorded/returned unopened, if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.

(ii) Clause 11, 20 -The bids will be rejected at opening stage if bid security is not submitted as per Clause 11 & bid validity is less than the period prescribed in Clause 20 mentioned above.

(iii) Clause 2 & 5 - If the eligibility condition as per clause 2, is not met and/or documents prescribed to establish the eligibility as per Clause 5 are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 10 - If clause by clause compliance and deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation. In case no deviation, a statement to that effect must be given.

(v) Section XII: Price Schedule-Prices are not filed in as prescribed in price schedule.

**SECTION VI
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by DoT.

2. Performance Security

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the contact value within 2 weeks of LOI/APO by the Purchaser.

2.2 Performance Security shall be submitted in the form of Account payee DD or Bank Guarantee issued by a scheduled Bank and the Performa provided in section X of the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for DoT to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3 EXECUTION TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4 PAYMENT TERMS

4.1 Monthly bills i.r.o. vehicles engaged on monthly or daily basis shall be submitted in duplicate to the authority specified in the contract along with completed log books signed by the user, photocopy of valid pollution under control certificate, Photocopy of valid R/C of the vehicle, Photocopy of valid permits of the vehicle, photocopy of valid fitness certificate, Photocopy of DVAT registration and service tax registration certificate within one week of the following month for the payment. The copy of Service Tax paid Challan for the previous month/quarter as case may be should be produced with bills for payment. In case bills are not submitted to DoT as per above schedule ,it will not take responsibility for delay in payment.

4.2 It should be ensured that there is no overwriting in log books. In no case, log book without signatures will be accepted for the payment and if it is found so , the amount will be disallowed.

4.3 In case vehicle engaged on monthly basis is to be discontinued during the month ,bill is paid on actual basis as per terms and conditions.

5 Termination of Contract

- 5.1 DoT without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract.
- (b) If the contractor fails to perform any other obligation (s) under the contract.
- 5.2 DoT may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. **Termination for insolvency**

DoT 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.

7. **Force Majeure**

7.1 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 event 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 DoT 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.

8. **Arbitration**

8.1 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 sole arbitration of the DDG TERM Delhi 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 Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the DDG TERM DoT Delhi 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.

8.2 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 there of for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be Office of DDG, TERM, DoT at Delhi or such other place as the arbitrator may decide.

9. Set Off

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

SECTION VII
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section V and general (commercial) conditions of the contract as contained in section VI and wherever there is a conflict, the provisions herein shall prevail over those in section V and section VI.
2. 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.
3. DoT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with DoT or its any unit.
4. DoT reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent disability with the vehicle supplied lies with the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. 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 and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible. The near relatives of all DoT employees {Non-executive employees working in Area of DDG TERM Delhi & executive employees (also called Group-A & Group-B officers working in Area of DDG TERM Delhi)} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

Near Relative: The near relatives are defined as:

(The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT.) The detailed guidelines in this regard are given in the following paragraphs :

- i) The near relatives for this purpose are defined as :
 - (a) Members of a Hindu Undivided family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

- ii) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted.
- iii) The Company or firm or any other person is not permitted to tender for works in DoT Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./ Corporate Office for non executive employees and DDG TERM Delhi for executive employees (including those called as Gazetted officers at present.
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of DoT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The DoT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced commercial licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. DoT 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 DoT have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of DoT such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions.
11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to DoT and taxes etc. due to on such vehicles shall be liability of the contractor.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, DoT 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.

13. DoT reserves right to counter offer price against price quoted by the bidder.
14. The bidder with the lowest evaluated price will be considered for full tendered quantity.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to DoT as and when demanded.
16. **Penalties:**
 - i) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/-may be imposed in addition to deduction on prorata 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 hrs. Penalty of Rs. 200/-per occasion shall be imposed.

SECTION VIII
SERVICES TO BE PROVIDED

1. **Service:** Provision of commercial vehicles with commercial licensed drivers, registered commercial vehicles on Hiring basis for running in Delhi and NCR i.e. Noida, Ghaziabad, Gurgaon and Faridabad.
2. **Period of Contract:** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period upto one year if agreed by the contractor and DoT on the same rate, terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is Two however it should be clearly noted that DoT shall place the order only as per the actual requirement from time to time. There may be a requirement of additional vehicles for which the charges on daily basis may be levied and the bill submitted at the end of the month.
4. **Duty hours:** Ten hours per day (08:00 am to 06:00 pm) on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles. Extra time beyond the duty hours shall be paid at the rate indicated in the P O.
5. **Notice period:** I) For monthly and daily basis requirements one day in advance. II) Telephonic intimation shall be considered as notice.
6. **Reporting place:** O/O DDG TERM Delhi, MTNL Telephone Exchange Building , Nehru Place, New Delhi, However the Purchaser may intimate the actual reporting place in the PO which shall be within the jurisdiction area of DDG TERM Delhi i.e Delhi & NCR (Faridabad, Ghaziabad, Gurgaon, Noida).
7. **Counting distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 KMs. in each way i.e. total 10 KMs per day.
8. **Accuracy of meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
9. **Penalties:**
 - I) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/-may be imposed in addition to deduction on prorata 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 hrs. Penalty of Rs. 200/-per occasion

shall be imposed.

10. Other requirements:

- I) Bidder must have a telephone where Requirements requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- II) No vehicle should be supplied having registration in the Name of employee of DoT staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
- III) Payment of any Govt. tax or duty for plying the vehicles in Delhi and NCR i.e. Noida, Ghaziabad, Faridabad and Gurgaon will be liability of contractor.
- IV) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.
- V) The Driver shall be provided with a Mobile Telephone connection which shall be active during the hire period.
- VI) The Driver shall report for the duty in proper uniform.
- VII) The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/Gutka, Tobacco and shall never report to the duty under influence of alcohol.

SECTION IX

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2009 between M/s _____ (herein after called the Transporter 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 Bhawan New Delhi and acting through its authorized official Sh. _____, at DDG TERM DELHI. The Transporter will provide Commercial vehicles on hire basis for DDG TERM Delhi for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Transporter" 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 Transporter 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 March 2006 model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Transporter that number of vehicles required is likely to change and may be demanded according to the exigencies of service by DoT.
2. The Transporter 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 on the official Hire order form appendix-II (herein after called Hire order) and will receive acknowledgement from the Transporter for supply of vehicles. It is anticipated that the Transporter 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 Transporter 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. Transporter will provide vehicles to DoT not older than March 2006 registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the transporter.
6. The Transporter 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 Transporter's nearest office will be informed immediately and they should accept and liability to replace it as per

requirement. If for any reason the Transporter 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 Transporter.

7. Transporter will submit bills to the Administration Section of O/O DDG(TERM) Delhi, DoT on monthly basis for release of payment by DoT.

8. The driver of the vehicle shall be provided with the duty slips for the vehicle hired on daily basis by the Transporter where date, time Kms reading and places visited are to be filled in and signed by the users/ DoT officials or a log book shall be maintained indicating the entries above. On the basis of these duty slips/log book, the bills shall be raised to DoT by the transporter. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 5 kms in each way between user delivery address and the garage/normal parking place.

9. If the Transporter 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 5 of Section VI of Tender Document.

10. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the transporter shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per Clause 9(i) of Section VIII of Tender Document.

11. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of Section VIII of Tender Document shall be imposed.

12. 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 transporter. DoT shall have no liability whatsoever.

13. The Tender Document No NIT No. TERM/DELHI/HiredVehicle/2009-10 Dated 23/04/09, which is annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.

14. That transporter 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 transporter. DoT will not be liable for any loss, damages, etc. suffered/ to be suffered by transporter or third party as the case may be.

15. 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 Transporter in writing. The Transporter 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.

16. The Transporter shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Transporter accordingly

indemnifies the DoT against all such liability.

17. The Transporter 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 Transporter 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 Section-VII item (7) & (8) of the tender documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Section-IV.
18. 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 Delhi. 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 DDG TERM Delhi or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the DDG TERM Delhi 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.
19. If the Transporter institutes any legal proceedings against the DoT to enforce any of its rights under this agreement it shall be in the legal jurisdiction area of Delhi where the vehicle has been hired and not the place where the Transporter has his registered office.

Signed _____ Signed _____

For and on behalf of the DoT	For and on behalf of the Transporter	Name (caps)
_____	_____	_____
Name	(caps)	Designation
_____	_____	_____
Designation		Date
_____	_____	_____
Date		

In the presence of Witnesses In the presence of Witnesses

1	1.
2	2.

SECTION-X
PERFORMA FOR PERFORMANCE SECURITY BOND FORM

1. In consideration of DDG (TERM) Delhi (here in after called the DoT, New Delhi) having agreed to exempt _____(here in after called the said contractor(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 contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the Bank) _____(herein after referred to as “the Bank”) at the request of _____Contractor’s do hereby undertake to pay the DDG TERM DELHI 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 DELHI reason of any breach by the said contractor’s of any of the 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 DELHI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DDG TERM DELHI reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors 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 DELHI 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)Delhi any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto 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 contractor(s)/ supplier(s) shall 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 immediately for a period of one year from date herein and further agrees 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 DELHI, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG TERM DELHI certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.
- 5 We (name of the bank) further agree with the DDG TERM DELHI that the DDG TERM DELHI shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of 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 DDG TERM DELHI against the said any contractor(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 contractor(s) or for any forbearance, and or any omission on the part of the DDG TERM DELHI or any indulgence by the DDG TERM DELHI to the said contractor(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 The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(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 DDG TERM DELHI.

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.

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To,

The DEPUTY DIRECTOR GENERAL TERM Cell, Delhi

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 Signatures

I.

II.

Alternate Representative

Signatures of Bidder

or

Officer authorized to sign the bid Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are 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.

DEPARTMENT OF TELECOMMUNICATION
(Part of Agreement for vehicle hire)

Period of contract :ONE YEAR Name of Unit DDG TERM Delhi, DoT at Delhi

Sl No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model EuroI/II	Monthly Contracted KMs
1.	DDG TERM Delhi	5-1/2th Floor MTNL Telephone Exchange Bldg. Nehru Place Delhi	2	Do not quote	Non AC TATA Indica	Not older than March 2006	2000

Signed _____

(on behalf of DoT)

Name (caps) _____

Designation _____

Date _____

DEPARTMENT OF TELECOMMUNICATIONS

Hire Order (only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____ (the Transporter) and _____, the Authority (the DoT)

Order details DoT's order number _____ Transporter's reference _____

Name of Hiring unit _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

Fuel used _____ Horse Power (cc) _____ Euro I/II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____ Monthly hire charge Rs. _____
Contracted monthly mileage _____ Kms.

Signed _____

(on behalf of DoT)

Name (caps) _____

Designation _____

Date _____



सत्यमेव जयते

Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Telecom Enforcement, Resources & Monitoring Cell, Delhi
5 ½th Floor, MTNL Telephone Exchange, Nehru Place, Delhi

Limited Tender No. : TERM/DELHI/HiredVehicle/2009-10

FINANCIAL BID

Deputy Director General
Telecom Enforcement Resources & Monitoring Cell Delhi

SECTION-XII
SCHEDULE OF HIRE CHARGES

A) Monthly Basis

Sl. No.	Description	Charges in Rs.(Tata Indica) [B]	Quantity for Evaluation Purpose Only (Actual may vary) [C]	Value in Rs. (A+B) x C
1	Monthly Rate (For 2000 Km per month, 10 hrs a day)		1	
2	Extra per Km,(over 2000 Km per month) in Rs. Per Km		200 Km	
3	Charges for extra hours (over and above 10 hrs. duty per day) in Rs. per hour		1	
4	Charges for extra hours for Sunday and other holidays in Rs. per hour		1	
5	Outstation Night Halt charges		1	
			Total	

Total amount for 2 vehicles: Rs (In words):

B) Daily Basis:

Hire Charges per vehicle (Rs) Unit (per day) Slab Rate					
Slab No	TimeKM Hire slab	Non Airconditioned Tata Indica car.	Airconditioned Indigo car/Qualis/Logan/Icon	Non A/C TATA SUMO/	Non A/C Spacio/Victa/SX-4/Honda City/Accent
		A	B	C	D
1	10 Hrs.. 80 Km	In figures Rs..... (In words Rs.....)	In figures Rs.....(In words Rs.....)	In figures Rs..... (In words Rs.....)	In figures Rs..... (In words Rs.....)

- Terms and conditioned mentioned in this tender (No. TERM/Delhi/HiredVehicle/2009-10 Dated: 23 /4/2009) 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 (except Service Tax).
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.

Signature of authorized person

Date:

Full Name:

Place:

SEAL

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date:

Signature of the Bidder _____

Name of Bidder _____