



Government of India
Ministry of Communications
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Lucknow
5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010 -
TENDER No. TERM/LKO/Hiring of Vehicles/Non-AC/2016-17 -

E-tender

HIRING OF LIGHT COMMERCIAL VEHICLES

For the O/o THE DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, LUCKNOW

Non - transferable

Price Rs. 575.00

(Visit us at www.dot.gov.in and <https://eprocure.gov.in/eprocure/app>)

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**Government of India
Ministry of Communication
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Lucknow -**

PART-I

SALE DETAILS

**TECHNICAL BID DOCUMENT
FOR
HIRING OF LIGHT COMMERCIAL VEHICLES**

FOR USE IN

**O/o THE DEPUTY DIRECTOR GENERAL
Telecom Enforcement, Resource & Monitoring Cell, Lucknow -**

TENDER No. TERM/LKO/Hiring of Vehicles/Non-AC/2016-17

ISSUED TO:

M/s

Received Rs 575/-

(Five Hundred and Seventy Five Rupees Only) including Service Tax towards the cost of Tender Document as per the details given below:

Demand Draft No. Dated:

Name of the Bank:

Branch:

Government of India
Ministry of Communication
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring Cell, Lucknow
5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010

Section-I

Tender No: TERM/LKO/Hiring of Vehicles/Non-AC/2016-17

Notice Inviting Tender for Hiring of Vehicles

E-TENDER NOTICE for Hiring of Light Commercial Vehicles

On behalf of the President of India, the office of DDG (TERM) Lucknow invites E-Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in Two bid system from the qualified firms as per the below mentioned schedule:-

S. No.	Description of the Required services	Model	Quantity (approx)	Estimated Cost
1.	Taxi registered vehicles (on monthly basis)	Non-AC Tata INDICA or equivalent (not older than February 2014 model)	2	8,00,000/-

2. Schedule

Start date of issue of Bid Document:	21/02/2017
Last date & time for receipt of online tenders:	22/03/2017 (Time 15:00 hrs)
Date & time for opening of Technical Bid:	23/03/2017 (Time 15:30 hrs)
Date & time for opening of Financial Bids for technically qualified bidders:	To be notified later
Validity of Tenders:	90 days from the date of opening of tender.

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app> (herein after as Tender website). The portal enrolment is free of cost. Interested bidders may submit their quotation online on tender website as per the tender document. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above mentioned website. Any corrigendum/addendum regarding this tender will be available on the above website and www.dot.gov.in also.

The bidders should have at least one Light Commercial vehicle registered/on lease in the name of proprietor/partners of the firm/ company. Details of the vehicles may be indicated against clause 7 in Section-III

Demand Draft for an amount of Rs.575/- (Rupees Five Hundred and Seventy Five Only) (non refundable) from Nationalized/ scheduled bank drawn in favour of “AO (Cash), O/o C.C.A. UP (East), Lucknow”, payable at Lucknow has to be submitted offline (Scanned copy of DD/ for fee exemption valid self attested registration certificate issued by NSIC to be uploaded online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the demand draft submitted.

The applicant has to deposit Earnest Money (EMD) of Rs. **20000/- (Rupees Twenty Thousand Only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of **AO (Cash), O/o CCA, UP (East) payable at Lucknow** or for fee exemption has to submit valid self attested registration certificate issued by NSIC. The same has to be submitted in soft copy format on line.

The aforesaid DDs/Pay orders/ for fee exemption valid self attested registration certificate issued by NSIC towards cost for Tender document, EMD and Power of Attorney (in original) , if applicable, should be submitted to ADG (TERM)-II, O/o DDG (TERM) , Lucknow on or before 15:00 Hours of 22.03.2017.

The duly filled tender documents shall not be accepted if these are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD) or for fee exemption valid self attested registration certificate issued by NSIC.

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

Sd/-
ADG (TERM)
O/o DDG (TERM), Lucknow

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at [tender website](#). The bidders must carefully follow the instructions:

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a **prerequisite** for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/ SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/Annexures for the tenders he/she is interested.
- vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender (including annexures and appendices) carefully and upload the documents as called for; otherwise, the bid shall be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ annexure and generally, they can be in .pdf/.xls/.xlsx/.rar/.zip/.dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is of

more than 2MB capacity, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with preferably 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- xiv) - Bidder should take into account the corrigendum / addendum published from time to time before submitting the online bids.
- xv) - The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) - Bidder should submit the Tender Fee/ EMD/ for fee exemption valid self attested registration certificate issued by NSIC/ Power of Attorney, if applicable, as specified in the tender. The original documents should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii) - While submitting the bids online, the bidder should read the terms & conditions and accepts the same to proceed further to submit the bid documents.
- xviii) - The bidder should select the payment option as "offline" to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix) - The details of the DD physically submitted to the office, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall be rejected.
- xx) - The bidder should digitally sign and upload the required bid documents as indicated. Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including general conditions of contract without any exception and have understood it and are clear about the requirements of the tender requirements.
- xxi) - The bidder should upload the relevant documents as mentioned in the bid.
- xxii) - If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/ replaced by the bidder; else the bid submitted shall liable to be rejected.
- xxiii) - The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay/ technical faults/ internet disruptions or any other difficulties faced by bidders during the process of online submission of bids.
- xxiv) - After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be saved/ printed by the bidder and should kept as a record of online submission of bid for the particular tender and it will be considerable as an entry pass to participate in the bid opening date.
- xxv) - The time settings fixed in the server side & displayed at the top of the tender website, will be valid for all actions of requesting, bid submission, bid opening etc., in the E-tender system. The bidders should follow this time during bid submission.

- xxvi) - All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will be unreadable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) - Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption Technology is used. Data storage encryption of sensitive fields is done.
- xxix) - The bidder should logout of the tendering website using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) - For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to – cphp-nic@nic.in**

Sd/-
ADG (TERM),
Ministry of Communication
Department of Telecommunications,
Telecom Enforcement, Resource & Monitoring (TERM) Cell, Lucknow
5/464-465, Viram Khand – V,
Gomti Nagar, Lucknow- 226010

Section-II

Instructions to Bidder

Pre-Qualification Requirement for Bidder

Photograph of Tenderer/Authorised signatory holding Power of attorney
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The bidder should furnish the under mentioned information, failing which their bids will not be considered.

1. Name of the firm
Address and Telephone Number
2. Name of the Authorized Person submitting the Bid
Telephone/Mobile Number
3. Name of the bank
(With full address)
4. Bank Account Number
5. PAN No.
(Please enclose photocopy)
6. Registration with Service Tax Service Tax Regn. No.....
(Please enclose photocopy of Registration Certificate)
7. The bidder should send an **affidavit if firm is proprietor firm** / copy of partnership deed (for partnership firm)/ registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Cos.).
8. The bidders **should have at least one light commercial vehicle** (Non-AC Tata Indica or equivalent) of model not older than **February 2014**, **Taxi registered/leased in the name of proprietor/partners of the firm/ the firm**. Details of the vehicles may be indicated against column 7(ii) in Section III.
9. The bidder shall **give a clear declaration (As per proforma at Annexure-VII)** that the firm will be able to supply required numbers of Taxi registered vehicles of model not older than **February 2014**. The details of actual vehicles to be supplied shall be given at the time of acceptance of work order by the successful bidder. In case the successful bidder fails to provide the vehicles to be supplied alongwith valid papers within 7 days of issue of work order, his performance security deposit will be forfeited and he will be barred from taking part in any tender from this office for next one year.
10. The bidder should **enclose copy of registration certificate and valid comprehensive insurance cover** in favour of proprietor/partners/firm/lessee as documentary evidence in support of the vehicles in point 8 above.
11. The bidder should submit **BID FORM** dully filled **as per Annexure-I** of the bid documents.
12. The bidder shall submit the near relative certificate **as per Annexure-II** of the bid documents.
13. The bidder should send a demand draft for **Rs.20, 000/- (Rs Thirty-Five Thousand Only)** in favour of **ACCOUNT OFFICER (Cash), O/o C.C.A. UP (East), Lucknow**, payable in any commercial bank in Lucknow, towards earnest money deposit (EMD), Bidders are requested to write their name and full

address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount of Earnest money shall be rejected out rightly.

14. The bidder should send a demand draft for Rs 575/- (Rs. Five Hundred only) in favour of **ACCOUNT OFFICER (Cash), O/o C.C.A. UP (East), Lucknow**, payable in any commercial bank in Lucknow, towards cost of bid document and a certificate as per Annexure-III along with requisite Bid security & other documents, if downloaded document is submitted for participation in the tender. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount towards cost of bid document shall be rejected out rightly.

15. Financial Bid: -

The financial bid is to be submitted as per Section-VII.

Section III

Schedule of Requirement

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

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

(ii) Details of Non-AC Tata Indica or equivalent cars (not older than **February 2014** model) owned by the bidder.

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

8. Name of the Contact person with Mobile number for provision of service before 8 AM after 6 PM including on holidays.
9. Any other information, which the bidder considers necessary to bring to the notice.

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

Dated:

Signature of Tenderer
with Seal

Section-IV

Technical Specifications

1. General:

Department of Telecommunication requires Non-AC taxis for the official use of Telecom Enforcement, Resource & Monitoring Cells of Lucknow having its office at Lucknow. It is therefore intended to enter into contract with taxi operator(s)/ contractor(s) for a period of (one) year for hiring of these cars on “as and when required” basis.

2. Scope of work:

2.1 The contractor shall provide taxis of Tata INDICA or equivalent cars of models not older than **February 2014** without AC facility as per requirement. The cars shall be provided at the Telecom Enforcement, Resource & Monitoring Cells, Lucknow, 5/464-465, Viram Khand – V, Gomti Nagar, and Lucknow- 226010 or at any other place within the jurisdiction of city of Lucknow as and when required on monthly basis upon intimation for the same.

2.2 To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration Number are indicated against column 7(ii) in Section II. However, it devolves on the contractor to provide an alternative vehicle taken on lease; of equivalent status and above in lieu of non availability of the assigned vehicles. But the payment will be released with reference to the approved rates to the contractor.

2.3 The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge. The driver shall also be equipped with Mobile phone for connectivity.

2.4 The vehicle provided by the contractor must be in excellent condition and have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars so rejected.

2.5 In case of non availability of requisitioned car it will be the responsibility of the contractor to provide equivalent or upgraded model not older than **February 2014** at the same rate with prior consent of DOT.

2.6 In case where the cars fitted with AC system are supplied against requisition of Non-AC cars, the Department will not utilize the AC system. Accordingly, ordinary charges will be paid.

2.7 The drivers of the vehicle will maintain Log books, which will be supplied by the Department of Telecommunications in respect of each car. The entries in the log book must be got certified by the officer himself and log book deposited at the close of each month duty with the officer in-charge, Department of Telecom.

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

3.0 Rate and price variation: -

3.1 **Price Revision:** No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

Increase or decrease in Petrol or Diesel (fuel) during the month =

$$\frac{\text{Actual KMs run by the vehicle} * (\text{Revised rate of fuel price per litre/} - \text{Base rate per litre})}{\text{Mileage of the vehicle KMPL (14 KM per liter of fuel)}}$$

(**Note:** - The Base Rate of Diesel/ is the prevailing rate on the date of commencement of work contract. The Average KMPL is to be assumed as **14 Kms in case of Non-AC cars (Tata-Indica or equivalent) in Diesel driven** If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

3.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

3.3 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

Section-V

GENERAL CONDITIONS OF CONTRACT

1. Definition of terms

- 1.1 DOT means Telecom Enforcement, Resource & Monitoring Cell, Lucknow, Department of Telecommunications, its office being situated at 5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010.
- 1.2 The bidder means the individual or firm who participates in this tender and submits its bid.
- 1.3 Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.4 EMD shall mean Earnest Money Deposit.
- 1.5 Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it.
- 1.6 Bidder, Tenderer, Contractor shall mean the applicant who seeks to supply goods/ services by sending tender, bid.

2.0 Upload and opening of Tenders

- 2.1 Tenders duly filled in will be uploaded and opened on the date and time indicated in the letter/ Notice inviting tenders. The tenders will be opened in presence of the bidders or their authorized representative who intend to attend the tender opening.
- 2.2 If due date of receipt of tenders and/or that of opening of tender declares to be a holiday, the tender would be received and opened on the next working day but the time of receipt and opening will remain the same.
- 2.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case, the bidders shall not be entitled to any form of compensation from the Department.

3.0 Preparation of Tenders

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

4.0 Submission of Tenders

- 4.1 The bid along with the necessary documents should be uploaded in the eprocure.gov.in portal as per the guidelines mentioned in the portal.
- 4.2 The DDG (TERM) may at its discretion, extend the deadline for the submission of bids by amending the bid documents in accordance with clause **2.3 of Section V** in which case all rights and obligations of the DDG (TERM) and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.3 Department of Telecommunications reserves the right to award the contract to one or more parties.
- 4.4 **The bid shall be valid for a period of 90 days from the date of opening of the tenders.**
- 4.5 The bidders should satisfy themselves before submission of the tender to Department of Telecommunications that they meet the qualifying criteria and capability as laid down in the tender documents.
- 4.6 The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received by the DOT prior to the deadline prescribed for submission of bids.

5.0 Cost

- 5.1 Bidders are requested to quote firm price. No cost escalation will be accepted for payment for the supplies/service unless specifically mentioned by the DOT in the tender document.

6.0 Earnest Money Deposit:

- 6.1 Bidders shall submit along with the tenders Earnest Money amounting **Rs. 20,000/- (Rs Twenty Thousand Only)** as specified in Section-I on any commercial bank in the form of demand draft drawn in favour of **ACCOUNT OFFICER (Cash), O/o C.C.A. UP (East), Lucknow**, Payable at Lucknow. Bidders are requested to write its name & full address at the back of demand draft submitted in support of the tender document. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- 6.2 Earnest Money shall be forfeited in case of the following.
- i) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or increase its rates after opening of the tender but before the validity of the quotation expires.
 - ii) On refusal to enter into contract after award of contract.
- 6.3 No interest is payable on the Earnest Money Deposit
- i) To the unsuccessful bidders.
 - ii) In case bidding process is terminated by DOT for any reason.
 - iii) All bids are rejected by DOT.

6.4 Preliminary evaluation

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

6.5 Detailed evaluation

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

Charges for one vehicle for One month (X) = Charges for 2000 Kms in one month in Rs. (A) + Charges for 200 Extra km in Rs. (B) + Charges for 30 Extra hrs in Rs. (C)+ 2 Outstation night stay charges(D) + Service Tax (E)

Total charges for one month = Sum of Charges for all two vehicles for one month as calculated above.

The bidder for whom the Total Charges for one month as per above calculations comes out to be lowest, shall be considered as L-1 bidder.

7.0 Security Deposit

7.1 The contractor shall furnish performance security to DOT for an amount of 10% of contract value in the form of Bank guarantee as in Performa Annexure-V within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit is to be taken against the supplier.

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

7.3 No interest is payable on the Security Deposit.

8. Tax Deduction at source

Income tax and any other taxes i.e. Education Cess etc. as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.

9.0 Deviation

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

10.0 Award of Contract

DOT shall not be bound to accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of DOT.

11.0 Terms of Payment

The bills in duplicate will be submitted for any month in the first week of the following month to ADG-II (TERM), O/o DDG (TERM), LUCKNOW, 5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010 for payment. The bills will be accompanied by log book vehicle wise and payments will be made by TERM Cell.

12.0 Duration/Period of Contract

- 12.1 Normally contract will be awarded for 1 (one) year. However, extension for the next Year/ part thereof will be considered based on satisfactory performance of the firm.

13.0 Termination of Contract

- 13.1 In case of any default by the Contractor and in any of the terms and conditions (whether General or Special), DOT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days, notice in writing to the Contractor.
- 13.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein, DOT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days, notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

14.0 Arbitration

- 14.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

15.0 Jurisdiction of Courts etc.

- 15.1 The courts/any other Tribunal or Forum in Lucknow alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

16.0 Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DOT, the same shall be reimbursed/indemnified by the Contractor.

17 Miscellaneous Conditions

- 17.1 Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
- 17.2 No other person except Contractor's authorized representative shall be allowed to enter DOT premises.

- 17.3 Within DOT premises, the Contractor's personnel shall not do any private work other than the normal duties.
- 17.4 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DOT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- 17.5 The personnel engaged by the Contractor are subject to security check by the DOT Security Staff at any time.
- 17.6 Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Govt. DOT shall have no liability whatsoever in this regard and the Contractor shall indemnify DOT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
- 17.7 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

Section-VI

SPECIAL CONDITIONS OF CONTRACT

1. The contractor shall provide Taxis (Non-AC) of Model not beyond **February 2014** models, as per our requirement with well behaved skilled drivers, having knowledge of routes of UP (East) and repairs of cars and valid driving license and also having proper uniforms. The vehicle provided by the contractor must have proper and complete documents, which should be shown to the user, if asked for.
- 1.1 The Car shall be provided at office premises of DDG (TERM) Lucknow at 5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010, or at any other place within the jurisdiction of city of Lucknow as and when required on monthly basis upon intimation for the same to the Contractor/Agency. The car may be used for journey to various location of Lucknow and UP (East).
- 1.2 If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of car, so rejected.
- 1.3 The contractor shall maintain the log book as per proforma approved by DOT for every trip/ requisition separately. The log book should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted in support of the bill for payment.
- 1.4 In case of breakdown/ servicing/ repair, the contractors shall provide alternate vehicle of same Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.5 The chargeable mileage will be the total mileage (i.e. from garage to garage) limited to the mileage from garage to DOT upto 10 Kms only. (i.e. a distance of up to 5 Kms between the garage to DOT, is chargeable).
- 1.6 There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 10 hours per day (normal day shall be from 09.00hrs to 19.00hrs.) and Extra mileage will be over and above 2000 Kms in a month.
- 1.7 The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Lucknow after 11 PM.
- 1.8 In case if any vehicle is utilized below 2000 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DOT.
- 1.9 Estimated number of vehicles to be hired is 2 Non AC Tata Indica. However, it should be clearly noted that Department shall place the order only as per the actual requirements from time to time.
- 1.10 The vehicles are required on monthly basis and in case of emergency vehicles may be called at any time (24x7) irrespective of holidays. However, the contractor shall increase or reduce the number of vehicles to be hired as and when specifically intimated by DOT in advance.

- 1.11 No sub-contracting is permissible. The near relatives of all employees working in the Department of Telecommunications; either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother, son(s), 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).

The tenderer (s) should give a certificate as per Annexure-II 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.

- 1.12 Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. DOT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

2. DEDUCTION IN CASE OF VEHICLE NOT MEETING THE SPECIFICATION

- 2.1 The vehicle provided by the contractor must be in excellent condition. The contractor shall ensure proper cleaning, upkeep of interiors & seat covers of the vehicle. If the interior of the vehicle is not in good condition, and same has brought into the notice of the contractor and no action taken thereof, the deduction to the extent of 1.5% of the total amount from the bill of that vehicle shall be made for that particular month. If it repeated in three continuous months w.r.t. at least 2 vehicles, it will be a case for termination of the contract.
- 2.2 The contractor shall ensure that vehicle reports at the time asked by the officer in-charge of DOT for the vehicle. If **driver** reports for a delay beyond 15 minutes (from reporting time as per 1.6 of Section-IV) and up to half an hour, a penalty of Rs. 100/- will be levied, for subsequent half an hour or part of it, the additional penalty will be levied at the rate of Rs. 25/- per half an hour or part of it, for delays up to 3 hours. The maximum penalty due to delay shall be Rs. 200/- per occasion. The penalty shall be levied per occasion basis from the bill of that vehicle. If this delay of reporting is beyond 3 hours, it will be treated as non-reporting for that day, and action will be taken as per clause 2.3 of Section-VI.
- 2.3 In case of non-reporting/refusing to provide the requisite car, the cost of hiring of vehicle will be deducted on pro-rata basis i.e. rate for hiring of fixed kilometers (here it is 2000 Km/ month) will be revised based on days of absence in that month. In addition, a penalty of Rs. 200/- per occasion will be levied besides any other penal action which may be even termination of Contract and DOT will be free to hire the same from any other source(s).
- 2.4 In case of non availability of vehicles during extra hours a penalty of Rs. 100/- per occasion shall be levied. This will be in additional to penalty mentioned in clause 2.1 and 2.2 of Section-VI above.
- 2.5 DOT reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by DOT, which may even lead to termination of Contract.

3. Price variation

- 3.1 The rates quoted by the party shall be firm during the currency of contract but variation of fuel price will be taken into account as per clause 3 of Section-IV.
- 3.2 The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, border tax, state tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by DOT.
4. INSURANCE: The provided vehicle must be fully and comprehensively insured covering the risk to the driver.
5. The tempering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of driver shall be viewed seriously, leading to even cancellation of contract.
6. Parking/ Toll charges shall be paid by the contractor which will be reimbursed as per actual by DOT on production of documentary evidence.
7. One or more than one vehicle depending upon the requirement can be called at any time during the day and night.
8. No advance payment shall be made under any circumstances.
9. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
10. The work can be bifurcated among two or more parties at the sole discretion of DOT and no Contractor/agency shall have any objection to the same.
11. The car sent to the DOT office on requisition must have all relevant documents like registration book/ driving license/ insurance/ road tax receipt / permit fee/ passenger tax/ border tax etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
12. The bill in triplicate along with log book duly signed and stamped by the user of the vehicle or his representatives should be sent to the ADG (TERM)-II, O/o DDG (TERM), Lucknow, 5/464-465, Viram Khand – V, Gomti Nagar, Lucknow- 226010 for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. Further, bills relating to particular vehicle are required to be submitted in one batch on monthly basis in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicles. In other words, the vehicle-wise bills are required to be sent to DOT for payment. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.
13. In case of non-availability of requisitioned cars, it will be the responsibility of the contractor to provide upgraded model (model not older than **February 2014**) at the same rates, terms and conditions with prior permission of DOT.

ANNEXURE-I

BID FORM

Tender No.

Date.....

(Name and Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda No.s.... the receipt of which is hereby duly acknowledged, I/ We, undersigned, offer to provide taxi in conformity, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of the Bid.

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

If my/ our Bid is accepted, I/We will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contracted sum for the due performance of the Contract.

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

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

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

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

Dated this..... day of2017

Signature of tenderer
in capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Tele No(s):-

Signature.....

Fax No(s):-

Address.....

E-Mail Address:-

ANNEXURE-II

CERTIFICATE REGARDING NEAR RELATIVES

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

ANNEXURE-III

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

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

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> and no addition/ deletion/ correction has been made in the document downloaded. I also declare that I have enclosed a DD/ Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with technical bid".

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

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

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

Order of preference	Name	Specimen signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorized to Sign the bid

Documents on behalf of the bidder.

Note 1. Maximum of two representatives will be permitted to attend bid opening. In case it is restricted to one representative, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend.

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

ANNEXURE-V

PERFORMANCE SECURITY BOND FORM

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

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

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

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

5. We (name of the bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affection in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the

Government against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated theday of

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

Witness: -

Telephone No(s): -

STD Code-

FAX No.

E-mail Address: -

Annexure-VI

CONTRACT FORM

I. This agreement is made this day of 2017 between.....herein after called the Contractor, the first party, which expression shall include his heirs, executors and administrators/their successors and Telecom Enforcement, Resource & Monitoring Cell, Lucknow, Department of Telecommunications, herein after called “DOT”, the second party, through DIR (TERM), Lucknow herein after include his successors and assignees, shown as under: -

That whereas the first party shall and will execute the work described as providing taxis/vehicles in DOT, Lucknow as per all the terms and conditions given in notice inviting Tender dated 20/02/2017 which shall become part and parcel of this agreement.

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

- I. Bills for supply of vehicles for any month shall be preferred in the first week of the following month to ADG (TERM)-II, Lucknow, Department of Telecom to make the payment as easy as possible. However, it may be noted no interest will be paid for delays in payment, if any.
- II. The contract may extend beyond one year based on satisfactory performance of the firm.

Vehicle wise deployment details will be prepared and submitted with details of last months of date.

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

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS DAY OF2017.

Witness

For
Taxi provider

Witness

For
DOT

Annexure-VII

Declaration

I S/O resident of
.....hereby declare as per Section-I clause-9, that my firm/ company
(Name of firm/ company.....) will be able to supply required
numbers of taxi registered vehicles of model not older than February 2014. In case at any stage, it is
found that the firm will not be able to supply the taxi registered vehicles, in that case DOT shall have
absolute right to take any action as deemed fit without any prior information to me.

**SIGNATURE OF AUTHORIZED SIGNATORY
OF THE BIDDER WITH NAME AND ADDRESS**

Annexure-VIII

Affidavit

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY DoT/GOVT. DEPT

(To be executed on Rs. 10/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s has not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s

Was blacklisted or debarred by DoT, or any other Government Department from taking part in Government tenders for a period of years w.e.f. The period is over on And now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG (TERM, Lucknow and EMD/SD shall be forfeited.

In addition to the above O/o DDG (TERM), Lucknow, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:

Name & address of the firm:

.....

Seal of the firm should be affixed.

Dated:

Signature -

Annexure- IX
Tender Compliance Sheet

Sub: Limited Tender for hiring of Light Commercial vehicles in TERM Cell, Lucknow.

Ref:

S. No.	Description of the document to be submitted	As per clause no./Section No.	Whether complied (Yes/No)	Page No.
1.	Cash Receipt/ DD towards cost of tender document of Amount Rs 575/-	Clause No. 14 of Section-II		
2.	Cash Receipt/ DD towards cost of EMD deposition of Amount Rs 20,000/-	Clause No. 13 of Section-II		
3.	Submission of affidavit (for proprietor firm) / duly self attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company.)	Clause No. 7 of Section-II		
4.	Manufacturing Year of Vehicle	Clause No. 8 of Section-II		
5.	Self-attested Copy of Service Tax registration	Clause No. 6 of Section-II		
6.	Self-attested Copy of PAN	Clause No. 5 of Section-II		
7.	Self-attested Copy of Vehicle Registration and Insurance Cover that is mentioned in Section-III Clause No 9	Clause No. 10 of Section-II		
8.	Bid Form along with undertaking	Annexure-I		
9.	Bidders' Profile	Section -II		
10.	Financial Bid	Section-VII		
11.	Each page of Tender Document Signed and stamped	-		
12.	Letter of Authorization for attending the bid opening	Annexure-IV		
13.	Affidavit of No Near Relative of the Bidder/Company employed in DOT	Annexure-II		
14.	Declaration for supplying required number of Vehicle	Annexure-VII		
15.	Affidavit of "BLACKLISTING & NON-BLACKLISTING" of bidder firm/company	Annexure-VIII		
16.	Power of Attorney in original in case tender document is signed by person other than tenderer or tendering company.	-		

Signature -----

Name -----

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

(Signature of the bidder)
(With seal of the firm)

**Government of India
Ministry of Communications
Department of Telecommunications
O/o Dy. Director General (TERM), Lucknow**

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, Lucknow

PART-II

FINANCIAL BID DOCUMENT

FOR

HIRING OF LIGHT COMMERCIAL VEHICLES

FOR USE IN -

O/o THE DEPUTY DIRECTOR GENERAL -

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, Lucknow

SECTION-VII

FINANCIAL BID

FORMAT FOR QUOTING RATES FOR VEHICLES ON MONTHLY BASIS

Non-AC Tata Indica or equivalent taxi vehicle.

Sl. No.	Description	Rates in Figures	Rates in Words
1.	Charges for 2000 Kms per month in Rs. Per month		
2.	Charges for Extra Km* (over 2000 Kms per month) in Rs. Per km		
3.	Charges for Extra hours (over and above 10 hrs. duty per day) in Rs. Per hour.		
4.	Outstation Night Charges per night in Rs. Per Night		
5.	Service tax, if any		

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

- Note:-
1. There shall be no minimum mileage per day. Extra hours shall be over and above 10 hours per day (normal day shall be from 09.00hrs to 19.00hrs.) and Extra mileage will be over and above 2000 Kms in a month.
 2. The outstation night charges shall applicable only when vehicle will be taken outside the city limits of Lucknow.
- * In case if any vehicle is utilized below 2000 Kms in a month, balance Km. shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DOT.