

भारत सरकार
संचार एवं सूचना प्रौद्योगिकी मंत्रालय
दूरसंचार विभाग
कार्यालय प्रधान नियंत्रक संचार लेखा
डी ओ टी बिल्डिंग प्रसाद नगर
नई दिल्ली - 110005



Government of India
Ministry of Communication & IT
Department of Telecommunication
Office of the Pr.CCA,
Delhi Region
DoT Building, Prasad Nagar,
New Delhi-110005

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NIT No. 1-3/CCA-Admn./Vehicle/2014-15

Date : 13 May 2014

TENDER NOTICE

1. On behalf of President of India, O/o Pr. CCA Delhi Region, DoT Building, Prasad Nagar, New Delhi, Department of Telecommunications intends to hire DLY Taxis (AC/Non-AC) to meet its day-to-day requirement for a period of one year from 01 July 2014 to 30.06.2015. Vehicles may be engaged both on monthly basis as well as on km/hrs/daily basis as per requirement.

2 Make-wise requirement of the vehicles shall be as under:

Model and Make	Projected requirement (*)
Maruti Swift Dzire(AC)	02
Indica Vista/Swift (Non-AC)	01

(*) the above is only an indicative number and may vary from time to time.

3. SCHEDULE OF TENDER:

- Date of opening of NIT : 13.05. 2014 (1000 hrs.)
- Date of closing of NIT : 05.06. 2014 (1500 hrs)
- EMD : Rs. 20,000/- (Rs. Twenty thousand only)
- Performance Security Deposit : Rs. 40,000/-
- Date of opening of Technical Bid : 05.06.2014 at 1600 hrs.

4. The bids are to be sent in two parts- **one sealed envelope** super scribed as 'Technical Bid' giving details in the format as per Annexure-I and the **second sealed envelope** super scribed as 'Financial Bid' in the format at Annexure-II. Both the bids are to be placed in two separate sealed envelope (clearly super scribing 'Technical Bid' and 'Financial Bid') which in turn are to be placed in one sealed cover super scribed as 'Bid for Hiring DLY Taxis for O/o Pr. CCA Delhi Region. The bids all the parties whose price bid is not in a separate sealed cover or the rates quoted by them find mention in their technical bid shall be rejected forthwith. All the information sought under the head 'Terms and Conditions' and 'Other information to be supplied' is to be given in Technical Bid while price quoted for the same will have to be mentioned only in the Price

Bid. The Price Bids of only those parties shall be opened whose Technical Bids are found to be eligible while the disqualified bidders Price Bids shall be returned unopened.

5. An earnest money of Rs.20,000/- (Rs. Twenty thousand only) has to be deposited in the form of Bank Draft/Pay Order drawn in favour of Sr.AO, (Cash) O/o Pr. CCA Delhi Region along with the Technical Bid failing which the Technical Bid shall be rejected. The earnest money of the unsuccessful tenderers will be returned on finalization of the contract.

6. Successful tenders will have to deposit performance guarantee Rs. 40,000/- in the shape of Demand Draft/Pay Order/Bank Guarantee/Fixed Deposit in the name of Sr.AO, (Cash) O/o Pr. CCA Delhi Region with validity extending upto 60 days beyond the expiry of the contract. The performance guarantee will be refundable without any interest on termination of the contract after deducting any penalty etc. imposed by the Department on account of unsatisfactory services. The decision of the Competent Authority in this regard shall be final and binding on the firm.

7. The envelope containing the sealed quotations must be super subscribed 'Quotation for DLY Taxes' and addressed to Dy.CCA(Admn) O/o Pr.CCA Delhi Region, Prasad Nagar, New Delhi-110005. The envelope should be dropped only in tender box kept at the Reception, Ground Floor, not later than **1500 hrs. on 05.06. 2014.** Quotations received after stipulated date/time shall not be entertained. The Technical Bid will be opened in the first instance on 05.06.2014 **at 1600 hrs. in the chamber of Jt.CCA** in the presence of the Tenderer or their representatives who may like to be present. The price bid shall be opened after evaluation of Technical Bid and the date of which will be notified later on.

Tender document, terms and conditions regarding above may be directly downloaded from the website of **Department of Telecommunications at <http://www.dot.gov.in> under the link 'Tenders'** and by hand from Sr.AO(Admn.) (Timing: 10.30 Am to 05.30 PM from 13.05.2014 to 04.06. 2014 (on working days only) on free of cost basis.



(Charan Singh)
Dy.CCA (Admn)
O/o Pr. CCA Delhi Region
Prasad Nagar, New Delhi-110005

GENERAL TERMS AND CONDITIONS

The following terms and conditions may be kept in view while sending your tender:

- 1 Taxis to be supplied should be DLY (commercial vehicle) in excellent condition mechanically as well get-up-wise, i.e. outer body/upholstery, external appearance and should have valid permit to move in Delhi and **whole of NCR(as notified by the Govt. of India)**. The vehicle should not have been registered earlier than 1.4.2012.
- 2 The firm should have at least one year of experience in the tour and travels business in providing taxies in the Government Sector i.e. Ministry/Department/Public Sector Under taking/ Statutory/Autonomous bodies etc.
- 3 The firm should have an Annual turnover of Rs. 15 Lakh & above for the last one year.
- 4 The firm should ensure that the driver to be provided must possess valid driving licence issued on or before 31.03.2007. The drivers should be well mannered and courteous and should always carry a mobile phone with him, as it will enable the officer to contract him at any time. They should be in uniform during duty hours. Driver should be qualified at least 10th pass having a driving experience of more than five years.
- 5 The owner/firm should be in a position to supply DLY taxies on short notice as and when needed.
- 6 The driver of the taxi should be fully conversant with the routes of National Capital Region and should be well dressed/behaved. They should have functional Mobile connection with them.
- 7 The owner/firm should be in a position to provide stand by taxi in case of any break-down.
- 8 All expenses will have to be borne by the firm in case of break down of the vehicle supplied. Immediate replacement of the break down vehicle will have to be provided.
- 9 In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the Ministry will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc. Besides a penalty of Rs.500/- will also be imposed for every such lapses.
- 10 The owner/firm should be available on his own direct telephone (office as well residence) so as to call the taxies in emergent cases. The mobile number should also be given. The firm should be also to provide taxies on holidays/Sundays also.
- 11 The rates quoted by the tenderers will be valid for a period of one year from the date of acceptance and shall remain unchanged till the currency of the contract and no request for alteration of the same due to increase in the price of petrol, diesel and CNG etc. shall be entertained.

- 12 The tenure of the contract shall be for a period of one year which can also be extended at the discretion of the Department subject to satisfactory performance by the transport operator and mutual agreement of both the parties.
- 13 Compensation and connected expenses, whatsoever, in case of any casualty (unforeseen) shall be borne/paid by the firm.
- 14 The Department reserves the right to hire taxis from other service providers at the approved rates and as per the prescribed terms and conditions in the event of the lowest evaluated bidder not being able to provide the services from the desired destinations.
- 15 Reporting/Dropping place:** Reporting place shall be decided at the time of finalization of Tender and will be intimated to the successful in the letter of intent. Generally, for the vehicle used for office staff & work will report to O/o Pr.CCA Delhi Region, Prasad Nagar, New Delhi and vehicles attached to the officers of the level of SAG & above, who opt for staff vehicle for residence to office and back too will report directly to the residence of those officers. The drop point will also be same as of reporting point. No idle mileage is authorized.
16. 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. The purchaser 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 the purchaser have to be suitably compensated by contractor.
17. The contractor shall when called upon to do so, place at the disposal of the purchaser 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.
18. In no case a vehicle which is not registered for the commercial purpose shall be supplied to the purchaser and taxes etc. due on such vehicles shall be the liability of the contractor. The vehicles supplied shall be in good condition and shall be free from dents/defects and shall not be shabby in appearance/inspections.
19. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, the purchaser 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.
20. The bidder with the lowest evaluated price will be considered for full tendered quantity.
21. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the purchaser as and when demanded.

22. 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.

23. The vehicles will be required for a minimum 2000 KMs/ 25 days in a month/10 hours per day.

25. **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 up to Rs. 100/- per hour, not exceeding Rs. 500/- in a day on pro-rata basis for each hour of failure to supply the vehicle.
- ii) In addition to clause (i) above if the contractor fail the provide the vehicle within one hour of the breakdown and the user has to engage another vehicle then the contractor shall be liable to bear the cost of hiring of vehicle so engaged.
- i) 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 or the cost of hiring a taxi whichever is maximum.
- iv) In case of non-availability of vehicles during extra hrs. Penalty of Rs.500/- per occasion shall be imposed.

26 A daily record indicating duration of deployment and mileage covered by each of the deployed vehicle from the point of reporting for duty to the point of vehicle released shall be maintained in a log book and shall be got duly certified by the user officer.

27 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment.

28 The price quoted shall be firm and final for the entire period of contract.

29 SUBLETTING OF WORK- The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the O/O Pr.CCA Delhi Region which he/she will be at liberty to refuse if he/she thinks fit.

30 FORCE MAJEURE

- a. In the event of either party being rendered by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- b. The term 'Force Majeure' as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of the two parties, namely DOT and the Contractor.
- c. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the

other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.

d. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

31 Earnest Money (EMD) of Rs.20,000/- (Rs.Twenty thousand only) should accompany the **Technical bid document**. The EMD shall be paid in the form of Demand Draft/Pay Order from a nationalized bank in favour of **Sr.AO, (Cash) O/o Pr. CCA Delhi Region, payable at New Delhi**. No interest on the EMD amount shall be Paid . Any bid not accompanied by the requisite EMD shall be deemed to be invalid and will be rejected by this office.

32 PERFORMANCE GUARANTEE

- a) The successful bidder shall furnish a performance guarantee of Rs. 50,000/- in the shape of Demand draft/Pay order/Bank Guarantee in the name of Sr.AO(CASH)O/o Pr. CCA Delhi Region, within 10 calendar days from the date of acceptance of the bid for due and proper fulfilment of contract.
- b) EMD of successful bidder shall be refunded/returned after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidder shall be refunded/returned after award of work to the successful bidder and signing of contract thereof.
- c) The validity of Performance Guarantee should be 60 days from the date of expiry of contract.
- d) In the event of breach of contract by the contractor, the performance guarantee will be forfeited and credited to the DoT.

33. CONCILIATION/ARBITRATION

- a) If any dispute(s) or difference (s) of any kind whatsoever arise between the parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Pr. CCA, Delhi Region.
- b) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the sole arbitrator to be appointed by the Pr. CCA, Delhi Region.
- c) Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration..
- d) The arbitration proceedings shall be in accordance with the prevailing arbitration and conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

- e) The venue of the arbitration shall be the New Delhi, India. The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- f) The arbitrator will give the speaking and the reasoned award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

34 Validity of Bid : 90 days from the date of opening of the technical bid/financial bid.

35 The transporter shall not deploy vehicles hired by the Department for any other purpose or any other business during the validity of the contract.

36 Contract charges shall include monthly salary charges of driver, uniform of drivers, repairs and maintenance of vehicle, insurance, Petrol/Diesel/CNG, engine oil, Perfume bottle, Dry cleaning of Towel/seat covers etc and also any other incidental expenses. However, parking charges/State taxes, Toll taxes, if any, will be borne by the Department.

37 Lowest bidder will be decided on the basis of overall quote for hiring of AC and Non-AC vehicle.



(Charan Singh)
Dy.CCA (Proc. & GPF)
O/o Pr. CCA Delhi Region
Prasad nagar, New Delhi-110005

Other information to be supplied with TECHNICAL BID

1. Name and address of the contractor alongwith Phone Nos. & Cell Nos.
2. Nature of Business (Firm Registration Certificate copy to be attached).
3. Income Tax assessment particular for the last 1 year i.e. 2012-13 (Self attested copies to be provided)
4. Details of hiring of vehicle done in the past 1 year :
 - Name and address of the parties to whom vehicles were given on hire.
 - Period for which the vehicles were hired out
 - Number of vehicles given on hire (self attested supporting documents to be provided)
5. Possession of 15 digit service Tax code number (self attested copies to be provided)
6. EMD in prescribed mode.
7. Number of vehicles owned alongwith proof of ownership (copies of RCs to be attached)
8. Turnover of the past one year i.e. 2012-13 (copy of financial statement/balance sheet to be attached).

Signature of the Tenderer

Name & address :

ANNEXURE –“II”**PRICE BID**

To,

The Dy. CCA (Admn.)
O/0 Pr. CCA Delhi Region
Prasad Nagar, New Delhi-110005

Sir,

With reference to your letter No. 1-3/CCA-Admn/Vehicle Tender/2014-15 we, quote our rates towards supply of DLY taxies on hire basis :

MONTHLY BASIS

S.No	Rates of vehicles to be hired on monthly basis	Rates for AC Cars	Rates for Non-AC Cars	Remarks if any
		Swift Dzire	Indica Vista / Swift	
1	2000 KMs. in a month/25 days/10 hrs. per day			
2	For every extra KM beyond 2000 KMs			
3	For every extra Hour beyond 250 hrs.			

DAILY BASIS

S.No	Rates of vehicles to be hired on Daily basis	Rates for AC Cars	Rates for Non-AC Cars	Remarks if any
		Swift Dzire	Indica Vista/ Swift	
1	Upto 40 KMs/5 hrs (Half day)			
2	Upto 80 KMs/10 hrs. (Full day)			

₹ Service tax as applicable as per Govt. orders from time to time, Toll charges, Parking charges will be extra and on actual basis.

₹₹ I/We accept the terms and conditions stipulated in your above quoted tender enquiry and agree to abide by the same.

₹₹₹ Lowest bidder will be decided on the basis of overall monthly rates for the hiring of AC and Non-AC vehicles.

Yours faithfully,

(Signature of the Tenderer)

Name.....

Address of the firm/Seal.....

Telephone /Mobile No.

CHECK LIST SHOWING THE DOCUMENTS ENCLOSED AND
COMPLIANCE OF PARAS OF TENDER DOCUMENT

Name and address of the firm

Sl. No.	Particulars	Page No.	Remarks
1	Whether each of Technical Bid and financial Bids were correctly sealed in separate envelopes		
2	Whether both the Bids as at sl. 1 above were correctly sealed in the 3 rd envelop.		
3	Whether all the column of this Annexure have been correctly filled in and reasons for columns left unfilled furnished.		
4	Whether all the columns of this Annexure have been correctly filled in		

Date :

Signature of Authorised Person

Full Name :

Address :

Place

Seal :

PERFORMANCE GUARANTEE BOND FORM

(vide Para 13)

1. In consideration of the President of India(hereinafter called “ The Government”) having (hereinafter called the “said Contractor(s)”) from the demand under terms and conditions of an Agreement/Purchase order No.....dated.....made between and contained in the said Agreement on production of a Bank Guarantee for _____ we (name of bank) hereinafter referred to as “the bank”) at the request of contractor(s) do hereby undertake to pay to the Government an amount not exceeding.....against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2 We (name of 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 Government by reason of breach by the said contractor(s) of any of the terms and 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 Government in these counts shall be final and binding liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the Government and money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under this present being absolute and unequivocal. 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 bank)_____ further agree that 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 if the said agreement have been fully paid and its claims satisfied or discharged or till (office/Department)Ministry of Communications & IT certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of bank)_____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractors and to forebear 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 or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision have effects to so relieving us.

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

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

Dated_____ for_____

(indicate the name of Bank)

Accepted

Signature of accepting authority of O/o Pr. CCA Delhi Region