



No.12-01/2012-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
Jawahar Lal Nehru Marg
(Old Minto Road)
New Delhi-2

BID DOCUMENT

Tender for Hiring of Vehicles

for

Telecom Regulatory Authority of India

Regional Office

BANGALURU

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

Not transferable

Price of bid document-NIL

Signature of the tenderer with seal

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Signature of the tenderer with seal

SECTION-I

No.12-01/2012-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College, (Old Minto Road)
New Delhi - 02.

Dated: 18/01/2013

NOTICE INVITING TENDER

Office of Issue : Telecom Regulatory Authority of India,
GA Section, Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg,
(Old Minto Raod), New Delhi-110002.

Tender No. : No.12-01/2012-GA

Date of issue of bid document : With effect from 18/01/2013

Tender Forms Available From : Sr. Research Officer
TELECOM REGULATORY AUTHORITY OF INDIA,
REGIONAL OFFICE, TELEPHONE HOUSE, RAJ
BHAWAN ROAD, BANGALURU-560001

Due date of Receipt : **Upto 01/02/2013, Time 15:00 Hrs.**

Date of opening of Technical bid : 04/02/2013, Time 15:30 Hrs.
[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.]

Date of opening of Financial bid : To be notified later

Earnest Money : Rs.10,000/-

Sealed limited tenders under two bid system i.e. "Technical Bid" & "Financial Bid" are invited from reputed firms for hiring one (01) DZire (AC) or equivalent vehicle on monthly basis plus vehicles on daily basis as per requirement, for use of Telecom Regulatory Authority of India, Regional Office, Bangaluru (the actual requirement may vary) for a period of one year.

The Technical & Financial bids should be sealed by the bidder in separate covers duly superscribed "**Technical Bid – Hiring of Vehicles**" and "**Financial Bid – Hiring of Vehicles**" respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed "**Tender for Hiring of Vehicles**".

Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. The tender document is not transferable under any circumstances.

Signature of the tenderer with seal

Bidders shall have to deposit bid security of Rs.10,000/- (Rupees Ten Thousand only) in the form Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at Delhi along with the bid.

(SIBICHEN K. MATHEW)
Advisor
Regional Office, Bengaluru

Signature of the tenderer with seal

Section - II

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

Telecom Regulatory Authority of India (TRAI), a statutory body of Govt. of India, intends to engage a reputed firm for a period of one year for hiring of DZire AC or equivalent vehicles for use of its Regional Office at Bengaluru. The terms and conditions are described in "**Terms & Conditions Governing the Contract**" in Section-III.

2. BONAFIDE OFFERS

The Tenderer should be bonafide, which shall mean an entity:

- (a) Having Permanent Account Number.
- (b) Having Service Tax registration.
- (c) Having required previous experience in providing taxi service for a minimum period of two years in any Central/State Govt. & Public Sector Undertaking/ reputed Private Company/MNC within the preceding five years;
- (d) Having a fleet of a minimum four own taxis registered in the name of firm or agency or proprietor (in case of proprietary firm).
- (e) Meeting all other requisites laid down in this Section elsewhere.

3. TENDER DOCUMENT

The tender document consists of all documents listed at the page No.2 of this document. These must be submitted together in the manner indicated below (Section-III), failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

The tender documents duly completed should be submitted in **two separate** parts. The **first part** should be sealed in a separate envelope and superscripted as "**Technical Bid for Hiring of Vehicles**". This should contain all the information which would enable TRAI to decide on credentials of the tenderers for performing/doing the job besides EMD (para 7 of Section-III) and other documents listed below in para 4.1.1 and elsewhere in the Section. The **second part** will consist of the "**Financial Bid for Hiring of Vehicles**" and should be superscripted on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscripted as "**Tender for Hiring of Vehicles**" and addressed to Senior Research Officer, TRAI, Regional Office Bengaluru.

4.1.1. The following documents must be submitted in the Technical Bid-

- Letter of Submission of tender.
- Tender document with all pages duly signed and embossed with official seal.
- Demand Draft of Rs.10,000 towards Earnest Money Deposit.
- Proof of registration for service tax.
- Copy of PAN Card.

Signature of the tenderer with seal

- Documents indicating experience in providing taxi service for a minimum period of two years in any Central/State Govt. & Public Sector Undertaking/ reputed Private Company/MNC within the preceding five years.
- Copy of Registration certificates of 04 vehicles owned by the firm.
- A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.

4.1.2 The schedule of rates given at Annexure-II, duly filled in and signed by the tenderer, shall be submitted in the financial bid.

4.2 The tender document duly completed as described in para above must reach the designated address upto **1500 hrs on 01/02/2013** positively. Tenders received after **1500 hrs on 01/02/2013 will not be considered.**

4.3 Sealed tenders shall be submitted either by post/with acknowledgement due or in person. Tenders by Telegram/Fax will not be considered.

4.4 Tenders received after the scheduled time and date shall not be considered under any circumstances.

4.5 **All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.**

4.6 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Section-III on "Terms & Conditions Governing the Contract". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this tender document. Any overwriting in the schedule of rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.

4.7 The tenderer will have to submit an analysis of rates if called upon to do so by TRAI.

4.8 **TRAI** reserves the right to:-

- Accept or reject any or all the Technical Bids without assigning any reasons.
- Accept or reject any or all the Financial Bids irrespective of their being the lowest without assigning any reasons.
- Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of TRAI.
- Disqualify the tenderers blacklisted by Central/State Govts/Public Sector Units or whose contracts have been terminated on account of poor performance.
- TRAI reserves the right to re-tender or modify the Terms & Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer. i.e. L-I.

4.9 **Tenderer shall not increase his/their quoted rates in case TRAI negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderer.**

4.10 **Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by**

Signature of the tenderer with seal

the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.

- 4.11 If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.
- 4.12 Each folio of tender document and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.13 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer.

5. OPENING OF BIDS:

- 5.1 The technical bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at 15:30 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register.
- 5.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 5.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as this office, at its discretion, may consider appropriate; will be announced at the opening.
- 5.4 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

6. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

7. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of **120 (One hundred twenty) days** from the last date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender with the stipulation that after submitting his tender, he shall not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to TRAI.

8. ACCEPTANCE OF TENDER

- 8.1 The authority for acceptance of the tender documents and tendered rates will rest with the competent authority of TRAI who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- 8.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.

Signature of the tenderer with seal

- 8.3 All the tender documents submitted by a tenderer shall become the property of TRAI and TRAI shall have no obligation to return the same to the tenderers.
- 8.4 **Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.**
- 8.5 If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then TRAI reserves the right to reject such tender at any stage of execution without any financial liability.

9. EXECUTION OF AGREEMENT

- 9.1 The tenderer whose tender is accepted shall be required to appear at the office of the TRAI in person or if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and **execute the Agreement within fifteen (15) days of the date of issue of communication from TRAI's office and start the work from the date as mentioned in the communication.** Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.
- 9.2 The tenderer shall treat the contents of the tender documents as private and confidential.

10. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

(SIBICHEN K. MATHEW)
Advisor
Regional Office, Bengaluru

Signature of the tenderer with seal

Section - III

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

Telecom Regulatory Authority of India is a statutory body set up by an Act of Parliament. It is functioning as a regulator of the telecom sector in India.

2. TERMS AND CONDITIONS

- 2.1 The vehicle provided on monthly basis should not be more than 3 years old.
- 2.2 The vehicle should be kept neat and clean and in perfect running condition and should be provided with neat & clean seat covers/towels. TRAI's decision about the condition of the vehicle will be final.
- 2.3 All the vehicles should have a valid permit.
- 2.4 **The driver and the vehicle should not be changed without prior permission for vehicles hired on monthly basis.** If either the vehicle or the driver is not found to be suitable, then they shall be changed immediately on receiving a request from TRAI to that effect. If three written complaints are received against the driver or vehicle from any officer/staff, then TRAI would have a right to hire a vehicle from the market for that officer and the additional cost incurred by TRAI will be borne by the Contractor.
- 2.5 The drivers employed should hold a valid driving license, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- 2.6 The drivers must observe all the etiquette and protocol while performing the duty. The drivers must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition, for which, no separate payment shall be made by TRAI. They will carry the officer's bags from the officer's residence/office to car. The drivers must always open the doors of cars for passengers travelling in it.
- 2.7 Under no case, drivers are allowed to take on any passengers other than the Officers/officials of TRAI during the hours of duty.
- 2.8 The transport operator and driver shall be bound to carry out the instructions of the Department as well as of the officers assigned to the vehicle.
- 2.9 In case of any accident, all the claims arising out of it shall be met by the Contractor.
- 2.10 A daily record indicating time and mileage for each vehicle shall be maintained for vehicles hired on monthly basis.
- 2.11 Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional circumstances.

Signature of the tenderer with seal

- 2.12 **The time and distance in respect of vehicles hired will commence and terminate from the time & place of reporting to the time & place of release.** For this purpose, the kilometre reading as well as the time will be recorded by the officer in the duty slip at the time of reporting and releasing the vehicle. The distance covered in each way from garage to place of reporting will be allowed on actual basis or 5 KMs which ever is less.
- 2.13 The KMs not used during a particular month (monthly hiring) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

3. Escalation/De-escalation Clause

During the validity of the Contract, if there is any increase in the cost of spare parts, tyre, lubricant, etc., no increase in the rates will be demanded/ entertained. However, if there an increase/decrease in the price of Diesel by Rs.2.00 per litre (one time/cumulative increase/decrease), the effective rate of escalation/de-escalation will be @ 1% from the ensuing month on the bill amount (as per the approved rates) for the contracted monthly km/hrs or actual km/hrs which ever is more.

4. DEFICIENCY CHARGES

- 4.1 In case of delay in reporting of vehicle at specified time and place by less than 30 minutes from the specified time, a penalty of Rs.200/- and for delay of more than 30 minutes, a penalty of Rs.500/- will be levied for each day.
- 4.2 In case the Contractor is not able to provide vehicle at specified time and place **an amount equivalent to one days hiring charge will be deducted from the monthly bill for each day of non-reporting.** In addition, a penalty of Rs.500/- will be levied for each day of non-reporting.
- 4.3 In case of break down if the Contractor is not able to arrange back up vehicle within 30 minutes of such breakdown a penalty of Rs.500/- will be levied in addition to non-payment for that duty.

5. PAYMENT CONDITIONS

- 5.1 The Contractor will produce monthly bills along with log sheet/duty slips in original for release of payment after verification.
- 5.2 TDS and all other taxes will be deducted as per applicable rules.

6. DURATION OF CONTRACT

- 6.1 *At the initial stage, the contract shall be awarded for a period for one year from the date of commencement of the Agreement. **TRAI will have discretion for extending it for further term of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.***
- 6.2 However, it will be obligatory on the part of the firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

Signature of the tenderer with seal

7. EARNEST MONEY

- 7.1 The tenderer will be required to deposit a sum of Rs.10,000/- (Rupees Ten Thousand only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by TRAI.
- 7.2 *The deposit as referred to under para 7.1 above shall be made by **Pay Order or Demand Draft** made in favour of **TRAI** payable at New Delhi and valid for a minimum period of three months after the date of issue.*

8. PERFORMANCE SECURITY

- 8.1 The successful tenderer whose rates are finally accepted shall furnish performance security for an amount of Rs.20,000/- (Rupees Twenty Thousand only) within 7 days from the date of the communication of award of contract by way of Pay Order or Demand Draft made in favour of TRAI payable at New Delhi. No interest will be paid on the performance security.
- 8.2 In case the successful tenderer declines or fails to furnish the performance security, the entire amount of Rs.10,000/- of EMD will be forfeited.

9. TRAI reserves the right to terminate the Agreement any time without assigning any reason/notice.

10. CRITERIA FOR EVALUATION OF BIDS:

- 10.1 **Technical Bid:-** The technical bids of the bidders will be opened in the first stage and will be evaluated on following criteria :-
- ✧ Letter of Submission of tender;
 - ✧ The tender document with all pages duly signed with official seal.
 - ✧ Copy of Income tax PAN card.
 - ✧ Copy of service tax registration.
 - ✧ Experience certificate for two years with copies of documents indicating the previous/ongoing contracts during the last five years.
 - ✧ Earnest Money Deposit of Rs.10,000/- in form of bank draft/ pay order.
 - ✧ Photocopies of the Registration Certificates of at least four vehicles owned by the firm.
 - ✧ A self-certificate to the effect that the tenderer has not been blacklisted by Central/ State Govt./ Public Sector Units or its contracts have not been terminated on account of poor performance.
- 10.2.1 **Financial Bid:-** The financial bids will be opened only in respect of those firms, which meet the technical bid criteria mentioned above. **The financial bids will be evaluated as under :-**

Signature of the tenderer with seal

- i) For DZire AC or equivalent vehicle :-
- a) Monthly Rate (1500 Km/250 Hrs) : Rs. _____
 - b) Charges for extra 500 kms : Rs. _____
 - c) Charges for extra 30 hrs : Rs. _____
 - d) Daily Rate (80 Km/10 Hrs) : Rs. _____
 - e) Total (a+b+c+d) : Rs. _____

11. Force Majeure

11.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the firm to TRAI within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of TRAI as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

11.2 However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

12. Laws governing Agreement

The Agreement entered into between TRAI and the firm shall be governed by the laws of India for the time being in force.

13. Jurisdiction of courts

The court of the place where the Agreement is signed shall alone have the jurisdiction to decide any dispute arising out of or in respect of the Agreement.

14. Arbitration

In the event of any dispute arising between TRAI and the firm in any matter covered under this Agreement or arising directly or indirectly therefrom or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement, the matter shall be referred to the Secretary, TRAI, New Delhi who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

Signature of the tenderer with seal

15. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Pr.Advisor(A), TRAI, New Delhi whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him and his decision shall be final and binding.

(SIBICHEN K. MATHEW)
Advisor
Regional Office, Bengaluru

The scope of work and all terms and conditions listed from para 1 to 15 along with their sub-para have been read carefully, understood and accepted.

Signature of the tenderer

Signature of the tenderer with seal

ANNEXURE - I

LETTER OF SUBMISSION OF TENDER

To

Senior Research Officer
Telecom Regulatory Authority of India,
Regional Office, Telephone House,
Raj Bhawan Road,
Bengaluru – 560001.

SUBJECT: TENDER FOR HIRING OF VEHICLES FOR A PERIOD OF ONE YEAR FROM THE DATE OF AWARD OF CONTRACT.

Dear Sir,

Subject to the conditions given in the tender documents for the above-mentioned contract, I/We hereby tender for the contract for working as Contractor for TRAI for its office at the rates specified in the SOR (Annexure – II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

2. The following certificates/documents are enclosed herewith:-
 - 2.1 Experience certificate showing the experience in the work tendered for/trade for a minimum period of **two years in any Central/State Govt or Public Sector Undertaking /reputed private company/MNC within the preceding five years.**
 - 2.2 Copy of Service Tax Registration.
 - 2.3 Copy of Income Tax PAN card.
 - 2.4 Photocopy of the Registration Certificate of four vehicles owned by the firm.
 - 2.5 A sum of Rs.10,000/- (Rupees Ten Thousand only) towards earnest money in the form of pay order/demand draft No._____ dated _____ drawn on the bank/branch _____ in favour of TRAI, payable at New Delhi.
 - 2.6 A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
 - 2.7 The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualified bid is accepted by TRAI.

I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Yours faithfully,

Signature of Tenderer/(s)

Name : _____

Mobile/Tel No. : _____

Designation : _____

Address : _____

Signature of the tenderer with seal

(To be kept in a separate envelope)

ANNEXURE – II

SCHEDULE OF RATES TO BE QUOTED FOR HIRING OF VEHICLES

i) Type of Vehicle: **DZire AC or equivalent**

Sr.No.	Description	Amount (Rs.)
i.	Monthly Rates (1500 Km/250 Hrs)	
ii.	Daily Rate (80 Km/10 Hrs)	
iii.	Rate per extra Kilometer	
iv.	Rate per extra Hour	

Taxes such as service tax, etc. which will be payable by TRAI should be clearly spelt out by the tenderers.

- i. _____
- ii. _____
- iii. _____

Signature of the Authorised Signatory

Name : _____

Mobile/Tel No.: _____

Designation : _____

Address : _____

Signature of the tenderer with seal

ANNEXURE - III

CHECK LIST and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned documents have been supplied for participating in the tender for hiring of vehicles. The documents are to be submitted in descending order.

S.No.	Documents	Page No.
1.	Letter of Submission of tender.	
2.	Tender document with all pages duly signed and embossed with official seal.	
3.	Demand Draft of Rs.10,000/- towards Earnest Money Deposit.	
4.	Proof of registration for service tax.	
5.	Copy of PAN Card	
6.	Experience certificate showing the experience in the work tendered for/trade for a minimum period of two years in any Central/State Govt or Public Sector Undertaking /reputed private company/MNC within the preceding five years.	
7.	A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.	
8.	Photocopy of registration certificate of 04 vehicles owned by the firm or agency or proprietor (in case of proprietary firm)	
9.	Any other document (s) [Please specify]	
10.	Schedule of Rates (as per Annexure-II) in a separate sealed envelope)	

Bidders to ensure

- A. That all pages have been stamped and signed by the authorized person(s).
- B. That all the pages have been numbered.
- C. That all the documents are legible (clearly readable).

Signature of the tenderer with seal