



**No. 12-5/2014 - GA**  
**Telecom Regulatory Authority of India**  
**General Administration**  
Mahanagar Doorsanchar Bhawan,  
J.L. Nehru Marg, New Delhi - 110 002



## BID DOCUMENT

### Limited Tender for Hiring of Vehicles

<b>Due date of Receipt</b>	:	<b>By March 4, 2015, Time 15:00 Hrs.</b>
<b>Date of opening of Technical bid</b>	:	<b>On March 4, 2015, Time 15:30 Hrs.</b> [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.]

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Not transferable

**Terms & Conditions for Governing the Contract for Hiring of Maruti SX4 (Vdi)/Maruti Ciaz (Vdi) / Honda City (Vdi) or equivalent AC vehicles**

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 {AC SX4 (Vdi) / AC Honda City (Vdi) or equivalent AC (Vdi) Vehicles} on monthly basis should not be more than 1 year old (Registration not beyond year 2014. In case the selected agency wants to provide vehicle of higher value and class at the same rates, TRAI would have no objection to it subject to fulfillment of other terms & conditions.

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 valid commercial permit to run in the territory of NCR (including Noida, Gurgaon, Faridabad, etc).

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, 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 or challan, 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 The time and distance in respect of vehicles hired on monthly basis will commence and terminate from the time & place of reporting to the time & place of release of vehicle. 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 time and distance in respect of vehicles hired on daily basis will be from garage to garage i.e. taxi stand.

2.12 Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional circumstances.

2.12 No CNG vehicle shall be allowed even for replacement purpose.

**3. ESCALATION/ DE-ESCALATION CLAUSE:**

During the validity of the Contract, if there is any increase in the cost of spare parts, servicing, tyre, lubricant, etc., no increase in the rates will be demanded/entertained. However, if there an increase/decrease in the price of Diesel in Delhi by ₹2.00 per litre (one time /cumulative increase /decrease), the effective rate of escalation/deescalation 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., whichever 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 ₹200/- and for delay of more than 30 minutes, a penalty of ₹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 ₹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 nonpayment for that duty.

**5. PAYMENT CONDITIONS:**

5.1 The Contractor will produce monthly bills for release of payment and the payments for such bills shall be released 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 two years from the date of commencement of the Agreement. *TRAI will have discretion to extend it for further term of one or more years on mutually acceptable terms and conditions and rates at the sale 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.

**7. EARNEST MONEY:**

7.1 The tenderer will be required to deposit a sum of ₹20,000/- (Rupees Twenty Thousand only) as earnest money along with quotation. 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 ₹50,000/- (Rupees Fifty 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 ₹20,000/- of EMD will be forfeited.

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

**10. EVALUATION CRITERIA:**

10.1 Technical Criteria: **The following documents must be submitted in the Technical Bid**-



- Letter of Submission of tender (**Annexure-I**);
- 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 ₹20,000/- in form of bank draft/pay order.
- Photocopies of the Registration Certificates of at least 5 commercial 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 The financial bids will be opened only in respect of those firms, which meet the technical bid criteria mentioned above.

10.3 Financial Bid'-The Schedule of Rates (SOR) given at **Annexure-II**, duly filled in and signed by the tenderer, shall be submitted in the '**Financial Bid**'. **The Financial bids will be evaluated on the basis of total of following criteria:-**

- a) Monthly Rate
- b) Charges for extra 100 kms.
- c) Charges for extra 30 hrs.
- d) Daily rate
- e) Half day rate
- f) Night halt charges for 5 days

**Total (a+b+c+d+e+f)**

#### 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 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.

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 Advisor (A), TRAI, 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.



(S.S. Panwar)  
Dy. Advisor (GA)

जी. एस. पंवार/G. S. PANWAR  
उप सलाहकार (सा.प्र.)/Dy. Advisor (GA)  
भारतीय दूरसंचार विनियामक प्राधिकरण  
Telecom Regulatory Authority of India  
महानगर दूरसंचार भवन (पुराना भिंते रोड)  
नई दिल्ली / New Delhi-110002



**LETTER OF SUBMISSION OF TENDER**

To

**The Dy. Advisor (GA)**  
Telecom Regulatory Authority of India  
Mahanagar Doorsanchar Bhawan  
Jawaharlal Nehru Marg  
New Delhi – 110 002

**SUBJECT: TENDER FOR HIRING OF VEHICLES.**

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 Income Tax PAN card.
  - 2.3 Copy of Service Tax Registration.
  - 2.4 Photocopy of the Registration Certificate of 5 commercial vehicles owned by the firm.
  - 2.5 A sum of ₹20,000/- (Rupees Twenty 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 Schedule of Rates (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 : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





(To be kept in a separate envelope)

**"SCHEDULE OF RATES" TO BE QUOTED FOR HIRING OF MARUTI SX4  
(Vdi)/MARUTI Ciaz (Vdi) / HONDA CITY (Vdi) VEHICLES**

SN	Particulars	Amount (in ₹)	
		In Figure	In Word
1.	Monthly Rate (2500 kms./300 hrs.)		
2.	Rate per extra kilometer		
3.	Rate per extra Hours		
4.	Daily rate (80 kms / 10 hrs.)		
5.	Half day rate (40 kms/5 hrs.)		
6.	Rate for Night halt		

**Taxes if any.**

- i .....
- ii .....

**Signature of the Authorised Signatory**

Name: \_\_\_\_\_

Mobile / Tel No.: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

