



GOVERNMENT OF INDIA
TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL
Room No.478, Hotel Samrat, Chanakyapuri, New Delhi

Tel No. 24102563/26873411 , Fax: 24122218

No.23/6/2018-19/TDSAT/Admn./ 16598

Dated: 15th March, 2019

NOTICE INVITING TENDER

VEHICLES / STAFF CAR

The Telecom Disputes Settlement & Appellate Tribunal invites sealed offers from reputed/ authorized Taxi / party to hire (4) nos. vehicles on monthly basis for official use for a period of one year as operational vehicles, which can be renewed further if found fit by the competent authority.

1. Four mid-sized vehicles (Maruti Swift Dzire/Toyota Etios /Tata Indigo/Honda Amaze) are required for the office of the Telecom Disputes Settlement & Appellate Tribunal to be used for 2000 K.M. in a month. The vehicles must be commercially registered vehicle.

TENDERING PROCESS:

Tender is invited in two parts i.e. (1) Technical bid and (2) Financial bid. The tender form for **Technical bid is prescribed in Annexure-I** and the tender form for the **financial bid in proforma prescribed in Annexure-II** complete in all respects should be submitted in TDSAT and should be in favour of Administrative Officer, TDSAT, Room No.478, Hotel Samrat, Chanakyapuri, New Delhi in two separate sealed covers addressed to the **Administrative Officer, TDSAT, New Delhi by 01.00 PM on 9.4.2019**. The sealed covers may be superscribed with "**Technical Bid - Contract for hiring of vehicles**" and "**Financial Bid- Contract for hiring of vehicles**" respectively. The TDSAT shall not be responsible for loss/delayed receipt of tender document sent by post. The bids will be opened by the **Tender Opening Committee on 9.4.2019 at 02.00 PM** in the presence of bidders or their representatives, who wish to be present. Incomplete bid document will be rejected. The valid technical bids will be scrutinized by the TDSAT to short list the eligible bidders. Thereafter, the financial bids of the short listed bidders will be opened by the TDSAT on a subsequent date. Each technical bid should accompany the **Earnest Money Deposit of Rs.32000/- in the form of Pay order/ DD payable at New Delhi drawn in favour of the "DDO, TDSAT", New Delhi. Qualifying bids without Earnest Money Deposit will be rejected.**

The bidder or its authorized representative should sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid. The tenderer would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms wherever, the prices are to be quoted should be written in figures and words as well. Annexure will also have to be signed and stamped by the bidder or its authorized representative.

TERMS AND CONDITIONS

1. Contracted hire charges include monthly charges of driver, repairs and maintenance of vehicle, insurance, petrol/diesel/CNG, oil and also any other incidental expenses in running and maintenance of vehicles.
2. The vehicles must be in excellent condition, clean, mechanically fit and should be a new vehicle and in any case must not be more than 48 months old on any given day during currency of the contract. The said condition will be as it is, if the contract renewed for a further period.
3. The vehicle should fulfill the legal obligations prescribed by the State Transport Authority like payment of road taxes, etc. All requirements under various statutory laws must be complied with. Any default will be liability of the contractor and this department shall not be liable in any matter whatsoever. In case of any accident or any other contingency, any claim arising out of it shall be borne by the contractors only and no claim whatsoever shall be borne by the TDSAT.
4. The duty point for New Delhi is Hotel Samrat, Chanakyapuri, New Delhi and mileage would reckoned from/to the duty point. If, the duty place, other than Hotel Smarat, intimated by the office, the distance covered in each way between reporting address and the garage/ normal parking place will be allowed on actual basis or 5 Kms, whichever is less. The vehicles shall normally be used within the jurisdiction of the NCT/NCR of Delhi. However, parking charges and Govt. toll taxes will be paid on actual basis.
5. The drivers must be literate and well-behaved and must possess valid driving license. He must follow traffic rules & regulations prescribed by the Government from time to time. He must be in drivers uniforms at all times during duty hours. He must have a mobile also to avoid any inconvenience to officers.
6. The operational vehicle deputed for duty must have the tanks filled with fuel to cover the entire trips. The Transport Operator and the driver shall be bound to carry out the instructions of the Officer(s) in charge concerned from time to time.
7. The contractor should ensure that the operational vehicles are fitted with appropriate seat



belts and meet all statutory obligations laid down by the Govt. from time to time.

8. Insurance of the vehicle and the risk of passenger traveling in the vehicles should be covered by the contractor to the extent of liability as specified in the Motor Vehicles Act & Rules made there under or any other law in force.

9. Any authorized user of the TDSAT has the right of returning the car if he is not satisfied as to the plying condition of the car on any one of the grounds as mentioned above. In such cases a penalty of Rs. 500/- or the actual cost of hiring a similar vehicle whichever is more, will be deducted from the contractor's pending bills payments.

10. The contractor shall also be responsible for providing a suitable replacement immediately if the car breaks down. In the event of failure to provide such replacement as stated above, the TDSAT will claim Rs.500/- towards penalty or the actual cost for making alternate arrangement whichever is more.

11. The responsibility for the safety and security of the operational vehicle provided solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage/repairs caused to his operational vehicle during the operation of the contract.

12. Vehicle should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the TDSAT on an average of 25 days in a month. Normal Duty hours will be from 9 A.M. to 8 P.M. A log book shall be maintained for each vehicle. In case of any accident, all claims arising out of it shall be met by the contractor. However, the vehicles may be requisitioned on Saturdays & Sundays and other Govt. Holidays.

13. To facilitate easier scrutiny of bills, the following details are required in the trip sheet

- a. Reporting time and place
- b. Opening Kilometer
- c. Closing Kilometer
- d. Time of closing
- e. Place of Closing
- f. Signature of the user.

14. Bills should be submitted on monthly basis with all supporting documents and payment will be made within reasonable time from the date of submission of bills after deducting TDS as applicable. No interest is payable on the bill amount in any circumstances. The log book maintained will be the basis for making payments. **The log book should be maintained perfectly well and should be endorsed by the officer using the vehicle for each and every entry without fail.**



15. The successful bidder will have to enter into an agreement as per Annexure 'III' for one year on Rs.100/- Non-Judicial stamp paper at his own cost. The successful tender/firm will have to deposit an amount of 10% of annual cost as security deposit in the form of a FDR in favour of DDO, TDSAT, which would be valid beyond two months from the expiry of the contract. In the event of breach of any conditions, TDSAT reserves the rights to forfeit the Performance Bank Guarantee and terminate the contract.
16. The contractor may not change the driver frequently otherwise the penalty amounting to Rs.500/- or more per day will be deducted from the bill of the vender
17. Failure by the contractor to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the TDSAT.
18. The successful bidder shall provide details of all vehicles within 7 days of bid opening date and also present himself for signing the agreement as and when called for.
19. In the event of the award of the tender, prior to execution of the contract, the contractor shall be required to submit copies of the Registration Certificate and comprehensive Insurance Policies of the vehicles being offered for hire and particulars with photograph of the drivers dedicated to each vehicle. He shall also be required to produce the vehicles in TDSAT Office, New Delhi for physical verification/inspection.
20. No request for escalation of rates will be entertained for whatsoever reason during the currency of contract.
21. No. of vehicles can be increased/ decreased subject to the requirement on same rate and terms & conditions.
22. The punctuality of the driver is necessary and if fail to reach the duty point in time as assigned by the controlling Officer/Vehicle Incharge, the penalty of Rs.500/- will be levied on the vender on each occasion.
23. TDSAT reserves the rights to reject any or all the bids/quotations, without assigning any reason, whatsoever.


(Sujit Gangopadhyay)
Admn. Incharge

Annexure-I

Hiring of vehicle by Office of the TDSAT, New Delhi.
TECHNICAL BID DOCUMENT

1. Name of the Proprietor/ Registered Firm / Company :
2. Address of the concern (with Tel No., Fax & E-mail) :
3. Name & Address of the Partners/ Directors (with mobile no.) (In case of firm/company) :
4. Contact Person(s) (with mobile number) :
5. No. of years of experience in providing vehicles :
6. List of Client :
 - 1) Names and addresses of the parties with Contact no. to whom vehicles were given on hire.
 - 2) Period for which the vehicles were hired out.
 - 3) Number of vehicles given on hire
7. Permanent Account Number (copy enclosed) :
8. GST Registration No: (copy enclosed) :
9. Registration/other document of ownership of the vehicle
10. Details of EMD (Original DD enclosed) :

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

(Signature of authorised signatory with date)



ANNEXURE - II

FINANCIAL BID DOCUMENT

Hiring of vehicle by Office of the TDSAT, New Delhi.
RATE QUOTATION

1. Name of the Proprietor /Registered Firm /Company :
2. Address of the concern (with Tel No. Fax & E-mail) :
3. Contact Person(s) (with mobile Number) :
4. Rates for various operational vehicle and their models (Exclusive of Tax) :

S N.	Description	Rate for Maruti swift dezire/Toyota Etios/Tata Indigo/Honda Amaze	Rate for any equivalent Vehicle (Name of vehicle to be mentioned)
1	For 2000 Kms. per month		
2	For every extra kilometer beyond 2000 Kms.		
3.	For every extra hours beyond duty hours of 9 A.M. to 8 P.M. (11 hours) (for 25 days per month)		
4.	Driver night charges beyond 11 hrs.		
5.	Charges of extra days beyond 25 days		
6.	For hiring additional vehicle		
(i).	For 6 hours/40 Kms.		
(ii)	For 12 hours/80 Km.		



ANNEXURE-III

AGREEMENT PROFORMA

The agreement made on this day of (month)
(year) between M/S

herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Administrative Officer, TDSAT, Govt. of India, Room No.478, 4th Floor, Hotel Samrat, Chanakyapuri, New Delhi-110021 herein after referred as other part.

Whereas the contractor has offered to enter into contract with the said TDSAT for providing four hired vehicle as mentioned in the tender document in the office of TDSAT, Govt. of India, on the terms and conditions herein contained and the rates approved by the Office of TDSAT, New Delhi At the rates Rs.

(In words _____) per month inclusive of all taxes, levies, duties and cess etc except GST. Whereas the necessary security deposit have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date).....
To (Date).....or completion of work or extension thereof, if any, whichever is later shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the Office of TDSAT, New Delhi or any other person authorized by the Office of TDSAT, New Delhi in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o TDSAT, New Delhi is not/shall not ever be admitted as partner in the contract.



4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the TDSAT having bearing on execution of work and payments of work to be done under the contract.
5. All the disputes are subjected to the jurisdiction of the court at New Delhi only.

In witness whereof the parties present have here into set their respective hands and seals the day, year in

Above written:

()
Signature on behalf of TDSAT
Name:
Designation:
Seal

()
Signature of the Contractor
Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:
Signature:
Name:

Witness 2:
Signature:
Name:

