



भारतीय दूरसंचार विनियामक प्राधिकरण  
TELECOM REGULATORY AUTHORITY OF INDIA  
भारत सरकार / Government of India



No. 12-1/2018-GA

Dated: January 17, 2020

**Limited Tender Enquiry**

To,

M/s Ultimate Cab Solutions Pvt Ltd  
50A, Radhey Shyam Park,  
Parwana Road,  
New Delhi – 51

M/s Leela Travels  
C-145 (LGF), Cabin No. 3,  
Lajpat Nagar, Nr. Mother Dairy,  
New Delhi-24

M/s Aman Services  
E-34, Lajpat Nagar-III,  
New Delhi- 24

M/s Sakshi Cabs India Pvt Ltd  
G-79, Local Shopping Centre NBCC Tower,  
Kidwai nagar East, New Delhi – 23

M/s Kuldeep Tourist Taxi services  
Shop No. 24, Andres Ganj Market,  
New Delhi – 49

M/s Chanson Motors Pvt Ltd  
A-11/12, Keshopur Industrial Area,  
Opp. H-3 Block, Vikashpuri, New Delhi – 18

**Subject: Limited Tender Enquiry for hiring of vehicles (Indica/Dzire/Ciaz/Innova & equivalent AC variant) on daily need basis.**

The undersigned is directed to invite sealed Limited Tender for hiring of vehicles (Indica/Dzire/Ciaz/Innova & equivalent AC variant) on daily need basis for TRAI at Mahanagar Doorsanchar Bhawan, New Delhi on the terms and conditions mentioned in tender document (copy enclosed), the same can be downloaded from the website of TRAI ([www.trai.gov.in](http://www.trai.gov.in)) and CPP Portal (<https://eprocure.gov.in>).

2. Participation in this tender is by invitation only and is limited to the select at TRAI's suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of TRAI.

3. In case you are interested to provide vehicle services to TRAI, participate in this bidding process and submit your filled & sealed bid document, to the Sr. Research Officer (GA), TRAI, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110002 as per timeline mentioned in attached tender document.

Thanking you,

Encl: As above.

*Rakesh Purohit*  
17/1/2020

(Rakesh Purohit)  
Sr. Research Officer (GA)





No.12-1/2018-GA

Dated: January 17, 2020

**Telecom Regulatory Authority of India**  
Mahanagar Doorsanchar Bhawan  
Near Zakir Hussain College  
Jawahar Lal Nehru Marg  
(Old Minto Road)  
New Delhi-110 002

**BID DOCUMENT**

17 January 2020

**Limited Tender for hiring of Indica / Dzire / Ciaz /  
Innova or equivalent AC Vehicles on Daily Need Basis**

(Visit us at [www.trai.gov.in](http://www.trai.gov.in) and <https://eprocure.gov.in>)

*Handwritten signature in blue ink.*

Signature of the tenderer

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Signature of the tenderer

**SECTION-I**

Telecom Regulatory Authority of India  
Mahanagar Doorsanchar Bhawan  
Near Zakir Hussain College, (Old Minto Road)  
New Delhi - 110002

**LIMITED TENDER**

Office of Issue	:	Telecom Regulatory Authority of India General Administration Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, New Delhi-110002
Tender No.	:	<b>No. 12 – 1/2018 – GA</b>
Date of issue of bid document	:	<b>January 17, 2020</b>
Tender Forms Available From	:	<b>Sr. Research Officer (GA)</b> Telecom Regulatory Authority of India Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, New Delhi-110002 Website: <a href="http://www.trai.gov.in">http://www.trai.gov.in</a>
Due date of Receipt	:	<b><u>Up to January 28, 2020 Time 1500 Hrs.</u></b>
Date of opening of Technical bid	:	<b><u>January 28, 2020</u> Time 1530 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 1530 Hrs.]
Date of opening of Financial bid	:	<b>To be notified later</b>
Earnest Money Deposit	:	Rs.10,000/- (Rupees Ten Thousand only)
Total Estimated Cost	:	Approximately Rs. 5.00 Lakhs (Per annum)

Sealed tenders under two bid system i.e. “**Technical Bid**” & “**Financial Bid**” are invited from limited firms for hiring of Indica / Dzire / Ciaz / Innova or equivalent AC Vehicles on **daily need basis** as per requirement, for use of this office. Participation in this tender is by invitation only and is limited to the select at TRAI’s suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of TRAI.

The Technical & Financial bids should be sealed by the bidder in separate covers duly super scribed “**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 super scribed “**Tender for Hiring of Vehicles**”.



Signature of the tenderer



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.

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

Intending eligible bidders may obtain a copy of bid document from Sr. Research Officer (GA), TRAI, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, New Delhi - 110002\_or the same can be downloaded from the website of TRAI ([www.trai.gov.in](http://www.trai.gov.in)) and CPP Portal (<https://eprocure.gov.in>).

*Purohit*  
17/01/2020

(**Rakesh Purohit**)  
Sr. Research Officer (GA)

**NOTE:** In case the prospective bidders need any clarification regarding terms and conditions of the tender, filling / submission of 'Technical and Financial bid, bidders may contact Sr. Research Officer (GA) on Ph. No. 23664-686 or can visit Telecom Regulatory Authority of India, General Administration Section 7<sup>th</sup> floor, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi- 110002.

*Purohit*

Signature of the tenderer

**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 hiring of vehicles for use of its office. The terms and conditions are described in **"Terms & Conditions Governing the Contract"** in Section-III.

**2. BONAFIDE OFFERS**

The bidder should be bona fide, which shall mean an entity:

- (a) Having Permanent Account Number.
- (b) Having GST 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 12 own taxis registered in the name of firm or agency or proprietor (in case of proprietary firm) (3 vehicles in each category for which rates have been invited)
- (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 (**Annexure 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 (GA), TRAI.



Signature of the tenderer

**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/- (Rupees Ten Thousand only) towards Earnest Money Deposit.
- Copy of PAN Card (Self attested).
- Proof of registration for GST (Self attested).
- 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 self attested Registration certificates of 12 vehicles owned by the firm (3 vehicles in each category for which rates have been invited).
- 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 (SOR) given at Annexure-IV, 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 January 28,2020** positively. Tenders received after **1500 hrs on January 28,2020** **will not be considered.**
- 4.3 Sealed tenders shall be submitted only in person. Tenders either by post/with acknowledgement due or Telegram/Fax will not be considered.
- 4.4 Tenders received after the scheduled date and time shall not be considered under any circumstances.
- 4.5 **All rates shall be quoted only on the proper form i.e. in the SoR (Annexure-IV)** and each page 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

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Signature of the tenderer



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-1**.
- 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 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.

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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 **1530 Hrs.** on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authorisation letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- II**).
- 5.2 Only one representative 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 **90 (Ninety) 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.
- 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.

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Signature of the tenderer

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 favorable 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.

*Rakesh Purohit*  
17/01/2020  
(Rakesh Purohit)

Sr. Research officer (GA)

*Purohit*

Signature of the tenderer



**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 & broadcasting sector in India.

**2. TERMS AND CONDITIONS**

- 2.1 The AC vehicle provided (Indica / Dzire / Ciaz / Innova or equivalent) on daily need basis should not be more than 2 years old from the date of this service start. 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 fulfilment of other terms & conditions.
- 2.2 The deployed vehicle shall have properly cleaned interiors and exteriors. Suitable air freshener and if required air purifiers shall be installed within vehicle. TRAI's decision about the condition of the vehicle will be final.
- 2.3 The vehicle should be register as a commercial vehicle and should have valid commercial permit to run in the territory of NCR (including Noida, Gurgaon, Ghaziabad, Faridabad, etc). Service provider to ensure that vehicle deployed shall arrive at designated location on time and with full tank of fuel.
- 2.4 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. The Police verifications for deployed staff shall be ensured by service provider.
- 2.5 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. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
- 2.6 All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
- 2.7 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.
- 2.8 The vehicle provided by the agency shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses



Signature of the tenderer

essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.

- 2.9 Separate duty slip will be maintained for each vehicle, which will be signed by the authorized signatory of the user department. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and after completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the administration of the user department. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
- 2.10 Service provider to ensure that all maintenance works related to assigned vehicle shall be carried out in off duty hours. In the event of any break down and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract. In case of any accident or challan, all the claims arising out of it shall be met by the Contractor.
- 2.11 The distance in respect of vehicles hired on daily basis will be counted for billing purpose from the place of start of duty to the place of end of duty. In addition to the used distance, parking kilometre will be given from the garage to place of the start of duty and place of end of duty to garage subject to actual distance travelled for the above purpose or ten kilometre (for to & fro journey) whichever is less if the vehicle has to report to TRAI Office, however in case starting point of duty falls beyond a radius of 10 KM like any place in NCR or periphery of Delhi the parking kilometre would be actual travel from garage to the place of reporting & vice-versa. **For counting parking kilometre, address of garage mentioned in tender document shall be taken into account.**

**Travel time would be given as 30 minutes one way for reporting the vehicle in TRAI office. For other places it would be actual travel time taken in reporting at the place of start of duty and travel at the notified garage from the place of end of duty.**

#### **4. DEFICIENCY CHARGES/Service provider obligations**

- 4.1 Service provider shall ensure that assigned vehicle and driver report as per schedule provided by TRAI. 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. 500/- and for delay of more than 30 minutes, a penalty of Rs.1000/- will be levied for each vehicle.



Signature of the tenderer



- 4.2 In an event of delay in arrival beyond 30 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.
- 4.3 In case the Contractor is not able to provide vehicle at specified date **an amount equivalent to one day / ½ day (as the case may be), hiring charge will be deducted from the consolidated monthly bill amount for each vehicle of non-reporting.**

## 5. PAYMENT CONDITIONS

- 5.1 The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, payment of insurance/road/state taxes/permit/certificates etc.
- 5.2 The service provider will produce bills on monthly basis for release of payment after verification.
- 5.3 TDS and all other applicable taxes will be deducted as per applicable rules.
- 5.4 Toll tax, octroi, parking charges and other statutory levies, if any, paid during the journey would be billed on actual.

## 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.

## 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*



Signature of the tenderer

*Delhi and valid for a minimum period of three months after the date of issue.*

## **8. SECURITY DEPOSIT**

8.1 The successful tenderer whose rates are finally accepted shall deposit a sum of Rs.50,000/- (Rupees Fifty Thousand only) as Security Deposit. **The EMD amount deposited by the Tenderer will be refunded after signing of Agreement including successful bidder.** The security deposit shall be made by **Pay Order** or **Demand Draft** made out in favour of TRAI payable at Delhi. If the Tenderer fails to observe or comply with the said stipulation, the amount of earnest money under 6 of this Section shall be liable to be forfeited by TRAI. No interest will be payable on the security deposit by this office and the security deposit will be returned only after completion of the contract period.

8.2 In case the successful tenderer declines or fails to remit the additional amount towards Security Deposit will be forfeited and contract shall be liable to be cancelled.

**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 (Self attested)
- Copy of GST Registration (Self attested)
- 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/- (Rupees Ten Thousand only) in form of bank draft/pay order.
- Photocopies of the Registration Certificates of at least 12 vehicles owned by the firm (3 vehicles in each category for which rates have been invited).
- 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 **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 for Indica / Dzire / Ciaz / Innova or equivalent AC Vehicle will be**



Signature of the tenderer



**evaluated as per the criteria given below and as per the rates quoted by the bidders in Schedule of Rates (SOR - Annexure-IV): -**

Table-A						
S. No	Description	Rate Daily Rate (80 Kms. / 10 Hrs.)	Half Day Rate (40 Kms. / 5 Hrs.)	Estimated work in each category	Formula for calculation	Rate
		(a)	(b)			
i	Indica (AC) or equivalent			30 days	=(a+b) x c	
ii	Dzire (AC) or equivalent			30 days	=(a+b) x c	
iii	Ciaz (AC) or equivalent			50 days	=(a+b) x c	
iv	Innova (AC) or equivalent			50 days	=(a+b) x c	
v	TOTAL (i + ii + iii + iv)					

Table-B						
S. No	Description	Rate for per extra KM	Rate for per extra hour	Estimated work in each category	Formula for calculation	Rate
		(a)	(b)			
i	Indica (AC) or equivalent			30 days	=(a+b) x c	
ii	Dzire (AC) or equivalent			30 days	=(a+b) x c	
iii	Ciaz (AC) or equivalent			50 days	=(a+b) x c	
iv	Innova (AC) or equivalent			50 days	=(a+b) x c	
v	TOTAL (i + ii + iii + iv)					

**L1 will be decided on the basis of the total of S.No. V of TABLE-A & TABLE-B above. TRAI intends to award the complete contract to one firm. However, TRAI reserves the right to split the contract and award the contract to two different bidders separately.**

## **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



Signature of the tenderer

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 regarding 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 referring to him and his decision shall be final and binding.

*Rpmit*  
17/01/2020  
**[Rakesh Purohit]**  
Sr. Research Officer (GA)

**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.**

*Rp*

Signature of the tenderer



**LETTER OF SUBMISSION OF TENDER**

To

**The Senior Research Officer (GA)**  
 O/o Telecom Regulatory Authority of India  
 Mahanagar Doorsanchar Bhawan  
 Jawahar Lal Nehru Marg  
 New Delhi – 110 002

**Subject: Tender for Hiring of Vehicle on Daily need basis for a period of one year.**

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 – IV) 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. (Self attested)
  - 2.3 Copy of GST Registration. (Self attested)
  - 2.4 Photocopy of the Registration Certificate of 12 vehicles owned by the firm. (3 vehicles in each category for which rates have been invited)
  - 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.



Signature of the tenderer

- 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.
- 2.8 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Signature of the tenderer

**ANNEXURE - II**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**Subject:** Authorization for attending bid opening of **Tender for Hiring of Vehicles.**

Following person is hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Bidder) in order of preference given below.

Name

Specimen Signature

\_\_\_\_\_  
Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

**Note:**

1. Only one representative will be permitted to attend bid opening. 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.



Signature of the tenderer

**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.

<b>SN</b>	<b>Documents</b>	<b>Page No</b>
1.	Letter of Submission of tender.	
2.	Tender document with all pages duly signed and embossed with official seal.	
3.	Demand Draft of `10,000/- (Rupees Ten Thousand only) towards Earnest Money Deposit.	
4.	Copy of PAN Card (Self attested)	
5.	Proof of copy of GST Registration (Self attested)	
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.	Authorization letter for the bid opening <b>[as per Annexure – II]</b>	
9.	Photocopy of registration certificate of 12 vehicles owned by the firm or agency or proprietor (in case of proprietary firm) (3 vehicles in each category for which rates have been invited)	
10.	Any other document (s) [ Please specify]	
11.	Schedule of Rates (as per <b>Annexure-IV</b> 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).

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Signature of the tenderer



(To be kept in a separate envelope)

**ANNEXURE – IV****SCHEDULE OF RATES TO BE QUOTED FOR HIRING OF INDICA / DZIRE  
/ CIAZ / INNOVA OR EQUIVALENT AC DIESEL VEHICLES**

S. No	Description	Daily Rate (80 Km/10 Hrs)	Half Day Rate (40 Km/5 Hrs.)	Rate per extra KM	Rate per extra Hour
i	Indica (AC) or equivalent				
ii	Dzire (AC) or equivalent				
iii	Ciaz (AC) or equivalent				
iv	Innova (AC) or equivalent				

**GST (inclusive/extra) / any other taxes if any: -**

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

**Signature of Tenderer/(s)**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*



Signature of the tenderer