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No.12-2/2007-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
(Old Minto Road)
New Delhi-2

BID DOCUMENT

Limited Tender for Hiring of Tavera or Equivalent Vehicle

(Visit us at www.trai.gov.in)
Not transferable

PRICE OF BID DOCUMENT- Rs.100/-

Signature of the tenderer with seal

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Signature of the tenderer with seal

SECTION-I

No.12-2/2007-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
(Old Minto Road)
New Delhi-2

Dated: 26/07/2011

NOTICE INVITING TENDER

Office of Issue	: Telecom Regulatory Authority of India, GA Section, Mahanagar Doorsanchar Bhawan, Old Minto Raod, New Delhi-110002.
Tender No.	: No.12-2/2007-GA
Date of issue of bid document	: With effect from 26/07/2011
Tender Forms Available From	: Sr. Research Officer (GA) Telecom Regulatory Authority of India Mahanagar Doosanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi-2 Website: http://www.trai.gov.in
Due date of Receipt	: Upto 16/08/2011, Time 15:00 Hrs.
Date of opening of Technical bid	: 16/08/2011, Time 16:00 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 16:00 Hrs.]
Date of opening of Financial bid	: To be notified later
Earnest Money	: Rs.5000.00
Total Estimated Cost	: Approximately Rs.3,50,000.00 (annual)

Sealed limited tenders under two bid systems i.e. "Technical Bid" & "Financial Bid" are invited from reputed & financially sound firms for providing Tavera or equivalent vehicle on hiring basis for pick and drop of officers/staff and other operational duties. The Technical bid & the Financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

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.5000.00 (Rupees Five thousand only) in the form Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at Delhi along with the bid.

Contd.....

Signature of the tenderer with seal

Intending eligible bidders may obtain a copy of bid document from Sr. Research Officer, GA Section, TRAI, Mahanagar Doorsanchar Bhawan, Old Minto Road, New Delhi – 110002 by making a payment of Rs.100.00 or the same can be downloaded from the website of TRAI i.e. www.trai.gov.in and the cost of bid document (Rs.100.00) may be deposited in cash/by way of demand draft or pay order in favour of “**TRAI**” payable at Delhi.

(S N Tiwary)
Sr. Research Officer (GA)

Signature of the tenderer with seal

Section-II

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

Telecom Regulatory Authority of India (TRAI), statutory body of Govt of India, intends to hire a reputed agency for Hiring of Tavera (AC) or equivalent vehicle for pick-up & drop of officers/staff and other operational duties. The terms and conditions are described in “**Terms & Conditions Governing the Contract**” in Chapter – 2.

2. BONAFIDE OFFERS

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

- (a) Having a registration number for commercial use of the vehicle/ service tax registration;
- (b) Having Permanent Account Number
- (c) Meeting all other requisites laid down in this chapter elsewhere
- (d) Valid permit for commercial use of the vehicle
- (e) Valid insurance policy (Third Party)

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, 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 Contract for Hiring of Tavera vehicle**”. This should contain all the information including details of present business and financial standing which would enable TRAI to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 7 of Section-III) and other documents listed below in para 4.1.1 and elsewhere in the chapter. The **second part** will consist of the “Financial Bid for Contract for Hiring of Tavera vehicle” and should be superscripted on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscripted as “Contract for Hiring of Tavera Vehicle” and addressed to Senior Research Officer (GA), TRAI.

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.5,000 towards Earnest Money Deposit.
- Proof of registration for commercial use of this vehicle/service tax;
- Copy of PAN Card.
- Documents indicating ongoing contracts in hand, if any.
- Permit issued by Registering Authority for commercial use of the vehicle.
- Valid Insurance Policy (Third Party).

Signature of the tenderer with seal

- 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 duly completed as described in para above must reach the designated address upto **1500 hrs on 16/8/2011** positively. Tenders received after **1500 hrs on 16/8/2011 will not be considered.**
- 4.3 Any tender delivered or sent otherwise will be at the risk of tenderer.
- 4.4 Sealed tenders shall be submitted either by post/with acknowledgement due or in person. Tenders by Telegram/Fax will not be considered.
- 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 for Hiring of Tavera Vehicle or Labour laws and other local laws. 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 in part or in full without assigning any reasons,
 - Accept or reject any or all the Financial Bids in part or in full 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.
 - Re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
 - 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 the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.**
- 4.11 The rates for hiring must be quoted in both words and figures. *If there is variation between the rates quoted in `figures` and in `words` only the rates quoted in words shall be taken to be as correct and valid.* If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.

Signature of the tenderer with seal

- 4.12 Each folio of tender documents 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 and dated.

5. OPENING OF BIDS BY PURCHASER:

- 5.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who choose to attend, at 16:00 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authority 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- IV**).
- 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 the Purchaser, 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. CONSTITUTION OF THE FIRM

- 6.1 The tenderer who are the constituents of a Firm, Company, and Association/or Society must enclose attested copies of the constitution of their Firm/Association or Society, power of attorney and/or partnership deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 6.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 6.3 If the tender application is submitted by a firm in partnership, a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/ document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/ document.
- 6.4 The cancellation of any documents such as Power of Attorney, Partnership deed etc. shall forthwith be communicated to TRAI in writing, failing which TRAI shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 6.5 TRAI may recognize changes in Power of Attorney and related documents mentioned in sub-para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

Signature of the tenderer with seal

7. 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.

8. 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.

9. ACCEPTANCE OF TENDER

9.1 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.

9.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.

9.3 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.

9.4 **Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.**

9.5 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.

10. EXECUTION OF AGREEMENT

10.1 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 seven (07) days of the date of issue of communication from TRAI's office and start the work within two (02) days of the execution of the Agreement.** Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

10.2 The tenderer shall treat the contents of the tender documents as private and confidential.

11. 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.

(S N Tiwary)
Sr. Research officer (GA)

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 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.

2.2 **The driver and the vehicle should not be changed without prior permission.** 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.

2.3 The drivers employed should hold a valid driving license, conversant with traffic rules/regulations and city roads/routes as well as security instructions.

2.4 The drivers must observe all the etiquette 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.

2.5 Under no case drivers are allowed to take on any passengers other than the Officers/officials of TRAI during the hours of duty. The transport operator and driver shall be bound to carry out the instructions of the authorised officer of TRAI as well as of the officers assigned to the vehicle.

2.6 In case of any accident, all the claims arising out of it shall be met by the agency.

2.7 **The time and distance in respect of hired vehicles will commence and terminate from TRAI office.** 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. However, the dead mileage to/from garage to office will be added separately @ ten Km per day and one hour per day (i.e. both ways together). This will be added in the monthly bill and the bill will be settled accordingly.

3. Escalation/De-escalation Clause

3.1 During the validity of the Agreement, if there is any increase in the cost of spare parts, tyre, lubricant, etc., no increase in the rates offered will be demanded/ entertained. However, if there is increase/decrease in the rate of diesel in Delhi by Rs.3.00 per litre respectively (one time/cumulative increase/decrease), the effective rate of escalation/de-escalation will be @ 1% from the ensuing month on the total bill amount excluding service tax and parking charges (as per the approved rates).

4. DEFICIENCY CHARGES

4.1 In case of delay upto thirty minutes in reporting of vehicle at the specified time and place, a penalty of Rs.200 and for delay of more than 30 minutes, a penalty of Rs.500 will be levied for each day.

Signature of the tenderer with seal

4.2 In case the agency 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 agency is not able to arrange back up vehicle within thirty 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 agency will produce monthly bills for release of payment after verification.

5.2 TDS and all other taxes will be deducted as per applicable laws.

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 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 agency 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.5,000 (Rupees Five 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 six months after the date of issue.*

8. PERFORMANCE SECURITY

8.1 The successful tenderer whose rates are finally accepted shall furnish performance security to the purchaser for an amount of Rs.10000.00 (Rupees TEN thousand only) within 7 days from the date of issue of Advance Purchase Order by the Purchaser by way of performance security Bond.

8.2 The performance security Bond shall be in the form of Bank Guarantee only issued by a scheduled Nationalized Bank and in the form provided in '**Annexure-III**' of this Bid Document.

8.3 The performance security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

8.4 In case the successful tenderer declines or fails to furnish the performance security, the entire amount of Rs.5,000 of EMD will be forfeited.

Signature of the tenderer with seal

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;
- ❖ Demand Draft of Rs.5,000 towards Earnest Money Deposit.
- ❖ The tender document with all pages duly signed with official seal.
- ❖ Copy of Registration certificate for commercial use of the vehicle/Service Tax registration & PAN card.
- ❖ Valid permit for commercial use of the vehicle.
- ❖ Valid Insurance Policy (Third Party).

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 will be evaluated on the basis of the monthly cost of hiring of vehicle arrived at on the basis of rates quoted by the bidders:-**

- (i) Daily Rate for 80 Km and 10 Hrs.
- (ii) Rate of 2 extra hours per day
- (iii) For 21 days in a month (after excluding holidays).

Monthly cost of hiring of vehicle = [(i) + (ii)] X 21]

11. Force Majeure

11.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the agency, 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 agency 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 agency, 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 agency shall be governed by the laws of India for the time being in force.

Signature of the tenderer with seal

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 agency 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 agency 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 Pr. Advisor(A&HRM), 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 N Tiwary)
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.

Signature of the tenderer

Signature of the tenderer with seal

ANNEXURE - I

TELECOM REGULATORY AUTHORITY OF INDIA
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 TAVERA (A/C) OR EQUIVALENT VEHICLE 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 subject, I/we hereby tender for the contract for providing Tavera (A/C) or equivalent vehicle to TRAI for its use 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 tender documents and I/We agree to abide by all these terms and conditions laid therein.

2. The following certificates/documents are enclosed herewith:-
 - 2.1 Copy of Registration Certificate for commercial use of the vehicle.
 - 2.2 Copy of the valid permit issued by the Road Transport Authority.
 - 2.3 Copy of the Insurance Policy covering third party insurance.
 - 2.4 Copy of Service Tax Registration.
 - 2.5 Copy of PAN card.
 - 2.6 A sum of Rs.5,000 (Rupees Five Thousand only) towards EMD in the form of pay order/DD No. _____ dated _____ drawn on the bank/branch _____ in favour of TRAI, payable at New Delhi.
 - 2.7 Documents showing constitution of the firm/company (copy of partnership deed with copy of registration certificate in case of partnership firm and copy of incorporation certificate, certificate of Memorandum and Articles of Association in case of a company)

Contd.....

Signature of the tenderer with seal

2.8 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 bid and annexure attached therein are true.

Yours faithfully,

Signature of Tenderer/(s)

Tenderer's 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 TAVERA (AC) OR EQUIVALENT VEHICLE

Sl. No (i)	Description (ii)	Charges (in Rs.) (iii)	Quantity for evaluation purpose only (Actual may vary) (iv)	Tax Applicable (v)	Total [(iv) + (v)]
1.	Rate for Full Day (80KM/10 Hrs)	Rs._____/ day	21 days	Rs._____	
2.	Rate for extra Hrs. (over and above 10 hrs. a day)	Rs.____/ Hr.	2 hrs.	Rs._____	
3.	Rate for extra KM (over and above 80 KM a day)	Rs._____/KM	NIL	Rs._____	NIL
4.	Outstation charges	Rate	NIL	Rs._____	NIL
		Night halt charges		Rs._____	
Total cost of hiring vehicle					

Signature of the tenderer

Name : _____

Designation : _____

Address : _____

Signature of the tenderer with seal

Annexure III

PERFORMANCE SECURITY BOND FORM

In consideration of the Telecom Regulatory Authority of India (hereinafter called 'Authority') having agreed to exempt _____ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an agreement / (Purchase Order) No. _____ Dated _____ made between _____ and _____ for the supply of _____ (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for _____ we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the TRAI an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TRAI by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TRAI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TRAI by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TRAI in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the TRAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. And that it shall continue to be enforceable till all the dues of the TRAI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (TRAI) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) ----- further agree with the TRAI that the TRAI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TRAI against the said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the TRAI or any indulgence by the TRAI to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Contd.....

Signature of the tenderer with seal

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

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TRAI in writing.

Dated the ----- day of -----, Two thousand eleven only.

For -----
(Indicate the name of the bank)

Witnesses:-

1.

2.

Telephone No. (s):-.....
STD Code-
FAX No.
E-Mail Address:-

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid

documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are 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 recovered.

Signature of the tenderer with seal

Annexure V

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 Tavera (AC) or equivalent vehicle. The documents are to be submitted in descending order.

Sr. 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.5,000 towards Earnest Money Deposit.	
4	Proof of registration for commercial use of this vehicle/service tax	
5	Copy of PAN Card	
6	Documents indicating ongoing contracts in hand, if any.	
7	Permit issued by Registering Authority for commercial use of the vehicle.	
8	Valid Insurance Policy (Third Party).	
9	Schedule of Rates (as per Annexure-II and to be sealed in a separate envelope)	
10	Authorization letter for the bid opening [as per Annexure – IV]	
11	Proof of deposit of price of bid document	
12	Any other document (s) [Please specify]	

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