

## **NOTICE FOR INVITING- TENDER FOR HIRING OF VEHICLES.**

No.48 (2)/H/2021-22/MV/TPT/GUW/Dated: 17/12/2021.

E-tenders are invited ONLINE for hiring of Taxis/Truck in DDK, Guwahati through <http://prasarbharati.eproc.in> under two Bid System viz. Technical Bid and Financial Bid from authorized tour/taxi operators/Companies/Firms/Agencies. Hiring shall be initially for a period of two years (extendable up to one year further subject to satisfactory performance). Requirement of hiring of vehicles in DOORDARSHAN KENDRA, GUWAHATI are mentioned as below. Rate should be quoted as per price bid.

S. No	Description of Services	Type of Vehicle/Car, Examples	Examples	Requirement
1.	Hiring of Taxi on monthly rate	Sedan type	like Maruti Suzuki Dzire ,Hyundai Xcent, Ford Aspire ,Toyota Etios ,Nissan Sunny.	Per month rate for all working days of a month and 2400 Kms x360hours
2.	Hiring of Taxi on need basis	Sedan type	like Maruti Suzuki Dzire ,Hyundai Xcent, Ford Aspire ,Toyota Etios ,Nissan Sunny.	a) 40 Kms X 5 hours b) 40Kms X 10 hours c) 80Kms X 10 hours d) 100kms x 12 hours
3.	Hiring of Taxi on need basis	Premium Sedan	Honda City/Toyota Corolla/Hyundai Verna/Maruti Suzuki Ciaz	a) 40 Kms X 5 hours b)40 Kms X10 hours c) 80 Kms X 10 hours d)100kms x 12 hours
4.	Hiring of Taxi on need basis	Premium SUV	Toyota Innova /Toyota Innova Crysta /Toyota Fortuner/Ford Endeavour	a) 40 Kms X 5 hours b)40 Kms X 10 hours c)80 Kms X 10 hours d)100kms x 12 hours
5.	Hiring of Taxi on need basis	SUV	Ford Eco sport /Hyundai Creta /Mahindra XUV 500	a)40 Kms X 5 hours b)40 Kms X 10 hours c) 80 Kms X 10 hours d)100kms x 12 hours
6.	Hiring of Taxi on need basis	TATA SUMO/Mahindra Bolero/Mahindra Imperio	TATA SUMO/Mahindra Bolero/Mahindra Imperio	a)40 Kms X 5 hours b)40 Kms X 10 hours c)80 Kms X 10 hours d)100kms x 12 hours
7.	Hiring of Truck on need basis	TATA DI-407	TATA DI-407	a)40 Kms X 5 hours b)40 Kms X 10 hours c)80 Kms X 10 hours d)100kms x 12 hours
8.	Hiring of Truck on need basis	TATA TRUCK 709	TATA TRUCK 709	a)40 Kms X 5 hours b)40 Kms X 10 hours c)80 Kms X 10 hours d)100kms x 12 hours
9.	Hiring of Truck on need basis	Tempo Traveller	Tempo Traveller	a)40 Kms X 5 hours b)40 Kms X 10 hours c)80 Kms X 10 hours d)100kms x 12 hours

## **PREPARATION OF TENDER:**

### **INSTRUCTIONS TO BIDDER – ONLINE MODE**

#### **DEFINITIONS:**

- ❖ **C1 India Pvt. Ltd.:** Service provider to provide the e-Tendering Software.
- ❖ **Prasar Bharati e-Procurement Portal:** An e-tendering portal of Prasar Bharati introduced for the process of e-tendering which can be accessed on <https://prasarbharati.eproc.in>.

#### **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Prasar Bharati. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in). C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) & also 8448664327.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 450/- plus 18% GST through **online** mode (net banking/debit card/credit card). Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>).
- To participate in bidding, bidders have to pay Rs 925/- + 18 % GST as Tender Processing per Tender per Bid through online mode .The Bidder can modify or withdraw their bid after submission prior to the Bid Due Date. No Bid should be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://prasarbharati.eproc.in>).
  - For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph.: **0124-4302033/36/37, [prasarbharatisupport@c1india.com](mailto:prasarbharatisupport@c1india.com)**.

## **INSTRUCTION TO BIDDERS**

### **Submission of Tenders:**

1. The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender has to be submitted only online at <http://prasarbharati.eproc.in> in two bid system i.e. (i) Technical Bid and (ii) Financial Bid, in the prescribed Performa. All relevant documents as per Technical bid are to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed.
2. Doordarshan Kendra, Guwahati reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Bids without assigning any reason. The decision of the Head of Office, Doordarshan Kendra, Guwahati in this regard shall be final and binding on all.
3. The bidder must carefully read all the terms, conditions and specifications of the tender before filling up the tender schedule and his financial bid. The Bidder shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the stipulated bid documents in every respect will be at the bidder's a risk and cost, and may result in rejection of the bid.

### **5. TECHNICAL BID :- [The technical bid will be opened on 17/01/2022 at 15:00 hrs]**

#### **The following documents must be uploaded by the bidder**

- a) Bidder's Profile duly filled as per attached Annexure - I
- b) Scanned copy of EMD & cost of tender document in the form of DD/Pay Order in favour of DDO ,DDK,Guwahati or Scanned copy of necessary document in support of claim for exemption of submission of EMD ( copy of MSME/NSIC certificate)
- c) Tender document(s), in original, duly filled in and signed by bidder or his authorized representative along with seal on each page. All corrections overwriting must be initialed with date by the bidder or his authorized representative.
- d) Original "Power of Attorney" in case person other than the bidder has signed the tender documents.
- e) Copy of GST registration certificate issued by competent authority.
- f) Copy of PAN Card.
- g) Copy of experience certificate as per the attached Annexure - II
- h) Scanned copies of the Registration Certificate and Insurance of each vehicle
- i) Income tax returns for the previous 3 years.
- j) For the vehicle(s) to be leased by the bidder, the lease agreement between the bidder and the owner(s) of the vehicle(s).
- k) Copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.
- l) Tender compliance statement of the terms and conditions of the tender and the service providing agency shall comply with the General Terms and Conditions.
- m) Past Performance along with the user certificate for providing of similar service to any Government Offices / Agencies or PSUs.
- n) Statement of Vehicle owned by the bidder /List of Vehicles under possession of the bidder along with MOU of the Tie-up agency, in case, tie-up with any other agency.( Annexure – III )
- o) No commercial information shall be furnished in the TECHNICAL BID, failing which; the bid is likely to be rejected.

## 6. **COMMERCIAL BID**

- I. The commercial bid should contain the price bid [**Price Bid “A” & Price bid “B”**] and acceptance of the commercial terms and conditions of this tender document in the prescribed format as in **ANNEXURE-C**.
- II. The price quoted against each category of vehicles shall be the base rates only and the GST at the applicable rates shall be extra and the percentage of GST rates as applicable shall clearly be mentioned explicitly.
- III. RCM in GST shall be applicable and hence while processing of bills, the bill amount excluding the GST shall be made by this office and this office shall remit the GST as per procedures of RCM.
- IV. While processing of commercial bid, the agency who has quoted the lowest (L-1) in all the categories shall be awarded the contract for providing the service during the contract period.
- V. However, in some of the categories, if different agencies had quoted lowest, in order to identify a single contracting agency for all categories, a common minimum rate shall be arrived by this office by choosing L-1 rates from each category as mentioned in each category by different agencies.
- VI. The agency who has quoted Lowest, in most of the categories, shall be given an opportunity to accept for the common minimum rates arrived by this office. If the agency, refuses for the same, the chance will be given to the second agency who has quoted the L-1 in many of the categories.
- VII. The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- VIII. The bids not compiled with above shall be summarily rejected.

**Both Technical Bid and Commercial Bid will be submitted concurrently duly digitally signed in the website <https://prasarbharati.eproc.in> on or before 17/01/2022,12:00hrs**

**Tenderer should quote for all the categories of services required. Partial tenders will be rejected.**

The prices given should be firm and as under.

The prices quoted shall remain fixed during the entire period of supply/contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

The 'Unit' Price should be for the Unit as indicated in the tender enquiry.

**The quotation should specifically mention rates for Supply & Taxes separately.**

7. **EMD:** The bidders must submit **EMD OF Rs. 20,000/- [Rs. Twenty Thousands only]** in the form of Demand Draft / FDR/ Bank guarantee from a Commercial Bank in favour of **DDO, DDK, Guwahati.** EMD should be placed in a sealed envelope superscripted with tender reference number and date of opening and should **reach the** “The Deputy Director General (Engg), Doordarshan Kendra, RGB Road, Near AIDC, Guwahati - 781024 well in advance before **the prescribed tender opening date.** However exemption will be given from submission of EMD to the firms/ Micro and Small Enterprises (MSMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)\* and Policy meant for only goods produced and services rendered by MSMEs and Traders are excluded from the purview of Public Procurement Policy or registered with National Small Industries Corporation (NSIC) under Single Point Registration System

(SPRS) or registered with the Central Purchase Organization or the concerned Ministry or Department or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).

Tenders without EMD shall be summarily rejected and their bid will not be opened and shall be rejected as non-responsive at the bid opening stage.

The Earnest Money deposited by the tenderer shall be forfeited by this Organisation in the following events:

- I. If tender is withdrawn during the validity period or any extension thereof.
- II. If tender is varied or modified in a manner not acceptable to this Organisation during the validity period or any extension of the validity duly agreed by the bidder.
- III. If agreement not signed and declined to accept or provide service, if the work order issued to the agency after processing of tender.

The EMD of unsuccessful bidders will be returned after finalization of the tender. The EMD of successful bidder will be returned on receipt of security deposit or it may be adjusted in the security deposit if requested by the tenderer.

## **8. PRE-BID MEETING:**

The Pre-Bid meeting with the vendors / contracting agencies is proposed to be held in the Conference Hall of this office **at 1500 Hrs. on 27.12.2021**. The agencies shall be briefed on Do's and Don'ts in submission of bids and clarifying on the tender documents for the prospective bidders. If any amendments based on the discussion during Pre-Bid meeting, shall be notified accordingly.

## **9. CLARIFICATION OF BID DOCUMENTS**

Bidders requiring any clarification on the Bid Documents shall notify to DOORDARSHAN KENDRA, GUWAHATI, in writing or by E-mail at the Officer's mail Id [ddgeng.ghy@gmail.com](mailto:ddgeng.ghy@gmail.com) on or before **10.01.2022**. DOORDARSHAN KENDRA, Guwahati shall respond in writing to any request for the clarification of the Bid Documents, which it receives 3 days prior to the date of opening of the Tender. Copies of the clarification sought by the bidders and clarifications by the DOORDARSHAN KENDRA, GUWAHATI shall be sent to all the prospective bidders who have received the bid documents & display on DOORDARSHAN KENDRA, GUWAHATI's website. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the bid document.

## **10. AMENDMENT OF BID DOCUMENTS**

At any time prior to the date of submission of Bids, DDK, Guwahati may for any reason, whether on its own initiative or in response to any clarification received from a bidder, modify bid documents by amendments. The amendments made shall be notified in writing or by E-mail to all prospective bidders and these amendments will be binding on them. In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, the DDK, Guwahati may, at its discretion may extend the deadline for the submission of bids.

## **11. PERIOD OF VALIDITY OF BID**

The tender submitted by bidder will remain valid for acceptance for a period of **120 days** from the date of opening technical bid of the tender. Due to administrative reasons, extension of the time, of requested by the DDK, Guwahati in writing, the bidder shall accede to such request for extension and communicate his acceptance to the DDK ,Guwahati in writing.

#### **12. BIDEVALUATION AND BID OPENING**

Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. DOORDARSHAN KENDRA ,GUWAHATI's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by the DOORDARSHAN KENDRA ,GUWAHATI and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice. The decision of DOORDARSHAN KENDRA ,GUWAHATI is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

#### **13. PLACEMENT OF ORDER**

DOORDARSHAN KENDRA ,GUWAHATI shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1. DOORDARSHAN KENDRA, GUWAHATI reserves the right to award the contract on part thereof to **one or more bidders** in case more than one bidder emerges as L-1 (Lowest). The decision of DOORDARSHAN KENDRA ,GUWAHATI in this regard shall be final and binding.

#### **14. DOORDARSHAN KENDRA, GUWAHATI's RIGHT TO ACCEPT OR REJECT ANY BID**

DOORDARSHAN KENDRA ,GUWAHATI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. DOORDARSHAN KENDRA, GUWAHATI does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties.

#### **15. LETTER OF INTENT (LOI)**

DOORDARSHAN KENDRA, GUWAHATI will issue a LOI which constitutes the intention of the DOORDARSHAN KENDRA, GUWAHATI to enter into contract with the successful bidder. The successful bidder shall within 7 days of issues of the LOI, give his acceptance along with **Performance Bank Guarantee for Rs.75,000/- [Rupees seventy five thousands only]** and also submit the Agreement form as stipulated, duly completed in all aspects.

#### **16. SIGNING OF CONTRACT AGREEMENT**

The successful bidder shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs. 100/-** (One hundred only) at his own cost and in the format as stipulated. The bidder and DOORDARSHAN KENDRA ,GUWAHATI are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.



## **17. COMPLIANCE WITH LAWS AND REGULATION**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bye-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DOORDARSHAN KENDRA ,GUWAHATI, municipal boards, RTA/RTOs, other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable laws, By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. The contractor shall comply with all notices required by any statute, statutory instruments, rule or order or any regulation or by a law applicable to the work and shall pay all the fees and charges in respect of the works legally recoverable from him. Any assignee to share any portion of the work to be performed shall comply with the provisions of the Clause and in this connection the contractor agrees as to undertake to save and hold the DOORDARSHAN KENDRA ,GUWAHATI, harmless and indemnified from and against and all penalties, actions suits, losses and damages, claims and demands and costs charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

## **18. INDEMNITIES**

The Contractor shall at all times hold the Doordarshan Kendra ,Guwahati harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DOORDARSHAN KENDRA ,GUWAHATI, its officers, and officials and forthwith upon protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DOORDARSHAN KENDRA ,GUWAHATI may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s) including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DOORDARSHAN KENDRA ,GUWAHATI or pay to the DOORDARSHAN KENDRA ,GUWAHATI forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DOORDARSHAN KENDRA ,GUWAHATI arising out of or incidental to or in connection with the operation covered by the contract (with any act(s) or DDK ,Guwahati) of the Contractor, his agents, employees, assignee. The Contractor shall at his own cost at the DOORDARSHAN KENDRA ,GUWAHATI's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the

DOORDARSHAN KENDRA ,GUWAHATI. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Authority shall be entitled to recover such sum by appropriating in-part or whole, the security deposit (Performance Security) of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DOORDARSHAN KENDRA ,GUWAHATI/PRASAR BHARATI. If this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Authority on demand the balance remaining due. The provision shall also apply to the assignee as the case maybe.

#### **19. PERFORMANCE SECURITY / SECURITYDEPOSIT**

**Bid security / Earnest Money** deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender. The successful bidder will have to deposit **Performance Bank Guarantee for Rs.75,000/- [Rupees seventy five thousands only]** at the time of signing of agreement within 7 working days of the issue of the letter of intent. In case the performance security in the form of PBG is paid in full, the EMD/Bid Security shall be returned. The performance security shall remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier. In case of extension of the period of tender, the validity of performance security shall be further extended for the period asked for by DOORDARSHAN KENDRA ,GUWAHATI. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the DOORDARSHAN KENDRA ,GUWAHATI on the Security Deposit or on amounts payable to the Contractor under the contract.

#### **20. DURATION OF THE CONTRACT**

The contract will be initially valid for period of **Two years** extendable for a further period of one year on mutual consent based on the performance. The rate of contract will be at the same rate without any escalation.

#### **21. TAXES AND DUTIES**

Contractor shall pay **all levies, fees, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DOORDARSHAN KENDRA ,GUWAHATI from the against the same or any default by the Contractor in the payment thereof. The rates quoted by the contractor shall be deemed to be inclusive of all taxes and duties and nothing extra shall be paid on this account .

#### **22. SUB-CONTRACT**

**The Contractor shall not assign, sub-contract or sublet** the whole or any part of the work covered by the contract. If Contractor without written approval of Competent Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the Head Of Kendra, DOORDARSHAN KENDRA, GUWAHATI shall have power to take action as per rules.



### **23. BREACH OF CONTRACT**

Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that thus, the "Breach of Contract" mentioned above covers (s) the Anticipatory Breach and (b) the Present Breach.

### **24. CANCELLATION/TERMINATION OF CONTRACT OR PARTTHEREOF**

The competent Authority may, at any time, at his option cancel and terminate this contract by prior written notice of one month stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation. The Competent Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore. If at any time after the commencement of the work the Competent Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

### **25. DELAY OR SHORTCOMINGS IN CONTRACTOR'S PERFORMANCE**

Deficiencies/shortcomings in the execution of contracted work when pointed out should be rectified immediately to the satisfaction of the DOORDARSHAN KENDRA, GUWAHATI and even after proper notice of such occurrences if the deficiencies are not rectified penalty will be levied by the Competent Authority. The quantum of penalty will be decided by Competent Authority and his decision will be final. If the deficiencies continue to persist even after issue of two written notices, the contract will be closed and the contractor will be black-listed.

### **26. FORCEMAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such claim for damage against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DOORDARSHAN KENDRA ,GUWAHATI as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this

contract is prevented delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

## **27. DISPUTES AND ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitrator appointed by the DOORDARSHAN KENDRA, GUWAHATI. The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 2015. There will be no objection to any such appointment that the arbitrator is a DOORDARSHAN KENDRA, GUWAHATI employee or that he has to deal with the matter to which the agreement related or that in the course of his duties as DOORDARSHAN KENDRA, GUWAHATI employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

## **28. LEGAL JURISDICTION**

Dispute if any arising even after arbitration shall "only" be referred to a judicial court situated at Guwahati.

## **29. Miscellaneous:**

Canvassing whether directly or indirectly, in connection with Tender/quotation is strictly prohibited and the Tender/quotation submitted by the Contractors / suppliers who resort to canvassing will be liable to rejection.

**30. LANGUAGE / UNITS:** All information supplied by the Tenderer & all markings, notes, designation on the drawings & associated write-ups shall be in "**English language**" only. All dimensions, units on drawings, all references to weights, measures & quantities shall be in MKS.

**31.** DOORDARSHAN KENDRA, GUWAHATI reserves the right to reduce or increase the quantity during the period of contract, as per the administrative requirements of the office and as per the approved rates. The contractor shall supply the required quantity as per the work order.

**32.** The minimum contracted KM per month is 2400 km. Unused Kilometers in the contractual 2400 Km per month per vehicle in any particular month shall be adjusted with the running extra Km of another vehicle beyond 2400 Km in (of similar type of vehicle i.e., non AC with non AC and AC with AC). A certificate to this effect is to be given with the body of bill while submitting claim for payment.

## **33. TAXIS**

The vehicle provided by the contractor must be in excellent condition, not older than two years and must have proper and complete documents, which should be shown to the user if asked for. If the vehicle do not meet the standards prescribed, the same shall be rejected, in which case, the contractor shall replace with a vehicle meeting the specifications the next day. No payments shall be made on account of cars

sorejected. The duty point of the vehicle starts either at the office or the place where the Officer/Official requires the vehicle; likewise the duty ends at office or the location where the Officer/Official releases the vehicle on completion of the work.

**TIMING:**

**Taxis on regular basis:**

The service w.r.t. the Taxis on regular basis shall normally be for 10 hours from 09:00 hrs to 19:00 hrs on 7 days a week. However the timings and days may vary depending on the requirements.

**Taxis on call basis:** The service w.r.t. the vehicle on call basis shall be provided

- a) Up to 40 KM & 5 Hours per day, b) Up to 40km & 10hrs per day c) Up to 80 KM & 10 Hours per day and d) Up to 100 KM & 12 hours per day.

- (A) The Taxis being sent by the contractor will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions or in the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the contractor shall arrange for replacement by another Commercial Vehicle within one hour, otherwise a penalty up to **Rs. 500/- per** case shall be imposed on the contractor.
- (B) The Taxis registered under Taxi Quota only should be provided.
- (C) The Taxis shall meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
- (D) The vehicle provided must have all relevant documents like registration certificate/driving license/insurance/road tax receipt/permit fee/passenger tax/border tax/toll tax/change of ownership if applicable etc. The driver should be duly licensed and shall conform to all Government Rules and Regulations being in force from time to time.
- (E) Bidders should supply commercial Taxis of the type as per specifications, registered in their names or in the names of the firms or leased from a third party.
- (F) 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 & Comprehensive Insurance Policies of the Taxis being offered for hire. He shall also be required to produce the Taxis at Doordarshan Kendra, Guwahati for the physical verification/inspection and approval.
- (G) The contractor shall pay any compensation arising out of any injury on death of any Staff & Guests while travelling in vehicle, wherever it is required and the contractor shall insure (comprehensive insurance for 'T' board) the vehicle covering all terms.
- (H) The contractor should provide first aid facilities in the vehicle.
- (I) Comprehensive insurance and permit should be up to date and shall be renewed when it falls due.

**34. CONTRACTOR**

1. Contractor shall in no case lease/transfer/sublet the contract under this tender.
2. The contractor shall intimate his Mobile no., correspondence address, fax no., Telephone no. and email address for proper communication.
3. Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions

mentioned herein shall result in termination of the contract immediately, with forfeiture of performance guarantee.

4. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowance to his personal that might become applicable under any Act or Order of the Govt. This office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Government Orders etc.
5. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff and legal consequences.
6. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
7. The contract can be distributed among two or more parties at the sole discretion of competent authority. In case of termination of contract with one party, competent authority is at liberty to allot the work to a suitable agency on the same terms and conditions and on same rates. Dedicated Taxis & Drivers must be provided & change will be allowed only in exceptional circumstances with approval of the DDK, Guwahati. In case of change of vehicle, prior approval of the officers concerned should be taken. The replacing vehicle should be of same/better configuration than initially deployed.

### **35. DRIVERS**

1. The contractor shall provide qualified, experienced, licensed and well-behaved drivers having knowledge of different routes and valid driving license and also should have proper uniforms and name badge.
2. The driver must be punctual and arrive on specified time at specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.
3. The personnel engaged by the Contractor are subject to security check by the Security Staff at anytime.
4. Attested copy of driver's driving licenses should be submitted during the contractual period.

### **36. METER READING**

1. Meter reading will start/close from point of pickup to the point of drop. Extra 5 Km or the distance from garage to pick up/drop point, whichever is less shall be added accordingly. Minimum fixed Km shall be 2400 km per month. If the vehicle is not called on any day due to any reasons, the total kms for that day will be treated as 0 (Zero).
2. The driver/contractor shall maintain the log book/trip sheet as per Performa approved by DOORDARSHAN KENDRA, GUWAHATI for every trip/requisition separately. The log book / trip sheet should be got signed from the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book/trip sheet without authorized signature will be accepted in support of the bill for payment.
3. Competent authority reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error /fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the competent authority, which may even lead to termination of the contract.

4. The bills shall be checked with the log book and if any discrepancies are found, the payment of the bill shall be cancelled and the contract shall be terminated with encashment of the security deposit.

#### PAYMENTS

1. The contractor shall submit the bills monthly in triplicate by 5<sup>th</sup> of the following month, to the concerned officer in charge along with certified log sheets for the distance covering for processing payment.
  2. No advance payment shall be made under any circumstances.
  3. In case where the cars fitted with AC system are supplied against requisition of non AC cars, the Department will not utilize the AC system. Accordingly ordinary charges will be paid.
  4. The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, border tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office.
  5. Parking charges, Inter-state/Entry tax and toll tax shall be paid extra as per actual on production of documentary evidence.
  6. In case of breakdown/servicing /repair, the contractor shall provide alternate vehicle of same or upgraded Make and Model failing which vehicle shall be hired from any other source (s) at the risk and cost of the contractor.
  7. In case of absence/non performing of work, pro-rata deductions with suitable penalty will be made in the bills.
- 
37. The agency can have a MOU with other contract or service providing agency, to utilize their vehicles/services, in case, not having sufficient number of vehicles in possession of the agency. In such cases, the copy of the MOU already signed shall also be uploaded in the TECHNICAL BID.
  38. The successful tenderer at the time of the execution of the agreement shall produce the original Registration Certificate of the vehicles for verification. The RC and the insurance of vehicles shall be up to date.
  39. **The vehicles supplied by the operator should be of YELLOW board registration( T Board/ commercial vehicle ) as mandated by RTO with the facility for interstate operation.**
  40. The Supplier/Contractor is required to maintain an account of journeys ( trip sheets ) performed by each vehicle as per requirement of Prasar Bharati and submit the same to the Head of the Office, Doordarshan Kendra, Guwahati or his nominee, next day.
  41. The Supplier/Contractor is required to depute a representative to personally collect the requisition order for the number of vehicles required for the next day from the officer authorized by the Head of the Office, Doordarshan Kendra, Guwahati. The authorized officer shall have right to place requisition orders for additional number of vehicles.
  42. In case of breakdown of the hired vehicles which are under use, the service providing agency shall have to make alternate arrangements immediately. In case of any failure, in this regard and if this office is to incur any additional amount spent on fulfilling the assignments by engaging other vehicles on duty spot will be recovered from the supplier. Cases in which, such a recovery deemed as justified, will be decided by the Head of the Office, Doordarshan Kendra, Guwahati at his own discretion and his decision shall be binding on the suppliers.
  43. The Inter-State Passenger tax, Airports Entry fee if any, shall be borne by Prasar Bharati on production of State Government receipt or any appropriate receipts in this regard

along with the bill of the taxis. But the Supplier/Contractor shall be required to obtain permits for all the outstation trips in advance and no charges shall be claimed by him on this account.

44. The PrasarBharati shall not be responsible for any loss of life or any injury caused to any of the Drivers or to any third party during the deployment of the vehicles by Doordarshan Kendra, Guwahati.
45. The Supplier/Contractor will be responsible for loss or damages or injury to any person or property, programme material, equipment's or any other articles or to any member of the staff Caused due to negligence of his Drivers, or ill-maintenance of the vehicles hired by Prasar Bharati.
46. The Supplier/Contractor will be wholly responsible for any illegal conduct and any act that the driver may commit which is prohibited under law by the State/Central Government.
47. The Supplier/Contractor shall at all times keep Prasar Bharati indemnified against all claims, actions, proceedings, costs, damages incurred and awarded and compensation agreed in consequence of any breach of all or any of the covenants and warrants.
48. The Supplier/Contractor should ensure that the vehicles deputed regularly/ daily basis for Doordarshan Kendra, Guwahati are not committed for use to any other department/ organization.
49. The Supplier/Contractor has to make his own arrangements for parking the vehicles at odd hours/ night. Parking charges of airport or at any other place or places shall be borne by Doordarshan Kendra, Guwahati on production of receipt, which should be got verified / signed by the official of the Kendra who travelled in the vehicle.
50. The quotation so submitted will be valid for a period of **TWO YEARS** from the date of execution of the agreement. During the contract period, if any escalation in fuel prices, the office shall NOT BE IN A POSITION to revise the contract prices during the contract period. This period may, however, be extended by the Head of Doordarshan Kendra, Guwahati at his/her discretion after obtaining the consent of the supplier.
51. The Supplier/Contractor shall be bound by the rates quoted by him and agreed upon in the agreement and shall not ask for any enhancement of rates for the supply of vehicles during the period of agreement remains in force. Should the supplier wish to discontinue the agreement in the event of any increase in fuel charges or due to any other reasons, he shall have the right to cancel the agreement after giving 45 days' notice to the Head of DoordarshanKendra, Guwahati so as to enable him/her to make alternative arrangement. In such an event the agreement shall cease to have effect on the expiry of 45 days from the date of receipt of the notice. **In such an event, the Security Deposit will be forfeited and the Supplier/Contractor shall not be permitted to participate in future tenders in this regard.**
52. The Head of the Office, Doordarshan Kendra, Guwahati reserves the right to terminate the agreement at any time without giving any notice on account of breach of any of the conditions stipulated in the agreement on the part of the Supplier. The Tenderer, who were awarded the contract in earlier occasions and terminated the contract on his own or by the Office, shall not be considered.

53. The Tenderer, who had quoted the lowest in all the categories, shall be awarded the contract. However, in few of the categories, where different Tenderers' rates become the lowest, the common minimum rates shall be fixed by the Kendra by taking the lowest rates from all categories of different service providers in their commercial bid and a chance shall be given to the agency who had quoted lowest in majority of the categories, to accept for common minimum rates arrived by the Kendra.

**(Dhrubajyoti Adhikari)**

**Sr. Administrative Officer**

**For DDG (E)/HOO**

**Doordarshan Kendra, Guwahati**



Annexure – I

**BIDDER'S PROFILE & CERTIFICATES**

1. Name of the bidder/firm

*(In case of Proprietary/partnership firms, the tender has to be signed by Proprietor/Partner only, as the case maybe)*

2. Address of the firm

(Give both Registered office and .....

Operating/Branch office details

.....  
.....

3. Telegraphic Address

*e- Mail id:*

.....

4. Telephone No. (With STD Code)

(Off) .....

(Fax) .....

5. Registration & Incorporation particulars of the firms:

*(Please attach attest copies of documents of registration/incorporation of your firm with the competent authority as required by business law)*

- i) Proprietorship

.....

- ii) Partnership

.....

- iii) Private

Limited.....

6. Name of the

Proprietor/Partners/Directors .....

.....

7. Permanent Income Tax Number,

Income Tax circle

*Attach a copy of PAN card)*

.....

8. Service Tax Registration No.

*(Attach attested copy)*

9. Bidder's bank, its address and his  
current Account number .....

**EXPERIENCE CERTIFICATE**

Experience certificate/certificates issued by the competent authority for the satisfactory work carried out in supplying hired vehicles to Central / State Government / Public Sector Undertakings / Reputed Private Firms, for at least continuously one year under one contract during last 03 year prior to the date of inviting this e-Tender. The summary of that can be tabulated in the given format in chronological order.

S. No	Details of client along with address, telephone and Fax numbers	Amount Contract (Rs. lacs)	Experience certificate for the period from and to	
			From	To
1.				
2.				
3.				

(If the space provide is insufficient, a separate sheet may be attached)

Place: \_\_\_\_\_ Signature of bidder/AuthorizedSignatory\_\_\_\_\_

Date: \_\_\_\_\_ Name of the Bidder

Seal of theBidder \_\_\_\_\_

**Annexure - III****Statement of Vehicle owned by the bidder****Bidder's Name** \_\_\_\_\_**Company's Name** \_\_\_\_\_

Registration numbers of vehicles to be supplied together with make (Photocopies of registration book/lease agreement should be attached).

**Please note that vehicles older than 2018 model shall not be accepted.**

SL. No.	Registration Number	Make, Model & Year of manufacture	AC/ Non AC	Date of Registration	Vehicle Owner's Name	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									

The details furnished above are correct and true. I undertake to produce the original Documents of the above said vehicles for verification as and when called for.

Place: \_\_\_\_\_ Signature of bidder/Authorized Signatory \_\_\_\_\_

Date: \_\_\_\_\_ Name of the Bidder \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**ANNEXURE-C**

Tender Ref.No.48 (2)/H/2021-22/MV/TPT/GUW

Dated: 17-12-2021.

**PRICE BID.(PRICE BID-A)**

Hiring for Regular, Monthly basis:-

Name of work: Hiring of Vehicle(Taxi) for the year 2021-22 for the official use at Doordarshan Kendra, Guwahati					
SCHEDULE OF QUANTITIES					
Name &Address of the Transport contractor					
Type of Vehicle	Per month rate for all working days of a month and 2400 Kms &360hrs	Per Km charges for extra running beyond 2400km	Charges for extra hours beyond 360hrs in a month	GST	Remarks
A	B	C	D		
Sedan type (like Maruti Suzuki Dzire, Hyundai Xcent, Ford Aspire, Toyota Etios, Nissan Sunny.)					

**ANNEXURE-C**

Tender Ref.No.48 (2)/H/2021-22/MV/TPT/GUW

Dated: 17-12-2021.

**PRICE BID(PRICE BID-B)**

Hiring of Regular, daily basis:-

Name of Work: Hiring of Vehicle (Taxi) on requirement/call basis for the year 2022-23 the official use at Doordarshan Kendra, Guwahati.

**SCHEDULE OF QUANTITIES**

Name &Address of the Transport contractor:											
Item No	Name of vehicles	40kms x 5hrs	40kms x 10hrs	80kms x 10hrs	100kms x 12hrs	Detention charges for 1hrs with 12kms	Addl. Per km charges	Out Station charges per day	Out Station charges per km	Night Halt charges at out station	GST
1.	Maruti Suzuki Dzire, Hyundai Xcent, Ford Aspire, Toyota Etios, Nissan Sunny.										
2.	Honda City/Toyota Corolla/Hyundai Verna/Maruti Suzuki Ciaz										
3.	Toyota Innova/Toyota Innova Crysta/Toyota Fortuner/Ford Endeavour										
4.	Ford Eco sport /Hyundai Creta /Mahindra XUV 500										
5.	TATA SUMO /Mahindra Bolero/ Mahindra Imperio										
6.	TATA DI-407										
7.	TATA TRUCK 709										
8.	Tempo Traveller										