



सत्यमेव जयते

GOVERNMENT OF INDIA
Ministry of Communications
Department of Telecommunications
The Office of the Principal Controller of Communication Accounts
Tamil Nadu Circle, Chennai – 600028



ISO 9001:2015

Tender No.PCCA/TN/ADMN/HIRING OF VEHICLES/2018-19

DATED:26-11-2018

Part B

SECTION – I

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- The bidder (proprietor, partner, company) should supply vehicles of required make not older than 2017 Model registered as Taxi. The bidder shall submit full details of the vehicle as per Annexure-1 along with documentary proof.
- The bidder should have at least two-year experience certificate of satisfactory performance in providing similar service to Central Govt./State Govt./PSU in last three years.
- The bidder shall be registered for Income Tax & GST (if applicable).

2. Submission of Tenders:

2.1(A) Technical Bid: (Please see Annexure II also)

The following documents (duly signed/stamped and scanned) are to be submitted online by uploading in CPPP as Technical bid. In addition NleT (Part A & Part B) duly signed should be submitted offline also in a sealed cover as mentioned in para 6 of Part A of this NleT.

- Declaration that firm shall be able to supply vehicles in taxi category (not older than 2017 model) (Annexure-I).
- The bidder shall furnish the particulars of the past performance with supporting documents (Two years experience Certificate).(annexure X)
- DD towards Bid Security/EMD of required amount (to be submitted offline). However scanned copy of DD to be uploaded with Technical bid.
- DD towards Tender Fee of required amount of Rs 200/-(to be submitted offline.) However scanned copy of DD to be uploaded with Technical bid.
- Exemption for cost of tender / tender fee and EMD will be allowed to the eligible bidders as per the extant rules of Govt. of India on the subject. To claim exemption, supporting documents should be provided.
- Valid GST Registration Certificate (if applicable)
- A copy of PAN Card.
- Documents regarding **registration of company under companies Act / Firm registration / partnership deed** as the case may be. If sole trader the same should be mentioned in Sl.No.2 of annexure II
- Certificate of Near Relative not working in DOT (Annexure III). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)
- Certificate for the documents downloaded from the website (Annexure-VI)**
- Declaration regarding Blacklisting/Debaring from taking part in Govt Tender (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder) Annexure VII
- Bank details as mentioned in clause 7 of Section I of Part B of NleT.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in any respect may result in rejection of the Bid.

- m. **2.1(B)** Technical Bid form (Annexure II) duly filled and uploaded as Technical bid.

2.2 Financial Bid :

- a. Annexure VIII (Financial Bid Form), excel format should be uploaded as 'Financial Bid' duly signed and stamped. **Bid Price /PRICE SCHEDULE / BOQ**: Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it **unfit** for bidding. For further details, please refer Section IV(k) Special instructions to bidders for e-tendering
- b. 'Financial Bid' of those Agencies / firms who fulfill the terms & conditions as specified in Section I to IV of Part (B) of NleT and who have submitted Annexure I, II, III,IV, VI , VII & X thereof duly filled in & complete in all respects along with requisite documents will only be opened separately.
- c. Only tenders complete in all respects and uploaded on or before the due date and time shall be considered.
- d. O/o PCCA Chennai reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- e. O/o PCCA reserves the right to award the contract to one or more parties.
- f. The tender shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- g. The bidders should satisfy themselves before submission of the tender that they meet the qualifying criteria and capability as laid down in the tender documents.
- h. The quote in the financial bid at Section VI (two parts) shall be made inclusive of all duties and taxes excluding GST. **The bidder should specify the rate of GST and percentage share of GST payable by this office in the column provided at Annexure-II at Sl.No.16 and 17 respectively.**
- i. **Evaluation of Financial Bid will be done excluding the GST component.**

3. Bid Security (EMD)

- 3.1 EMD of Rs.40000/-(Rs Forty Thousand only) in the form of DD from any nationalized bank payable at Chennai in favour of Accounts Officer (Cash), O/o PCCA, Tamil Nadu Circle, Chennai has to be submitted by the participating tenderers. The DD has to be submitted before **1500 hrs on 11-12-2018** at the office of PCCA Chennai and scanned copy of DD is to be uploaded online along with other tender documents (as part of technical bid). Exemption for cost of tender / tender fee and EMD will be allowed to the eligible bidders as per the extant rules on the subject. To claim exemption, supporting documents should be provided. **Non-submission of EMD or non-production of documents in support of exemption from EMD will result in summary rejection of Bid.**
- 3.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 7 of Section I and furnishing the performance security.
- 3.3 The bid security may be forfeited
 - a) If the bidder withdraws his bid during the period of validity specified in the bid form.
 - b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - c) If the successful bidder fails to furnish performance security in accordance with Clause 6 of Section I.
- 3.4 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

4. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized Representative (with the letter of Authorization – Annexure IV), who wish to be present at the time of opening of bids on due date at their own cost.

- b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

5. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, O/o PCCA, Tamil Nadu Circle, Chennai will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by CCA, Tamil Nadu Circle, Chennai.
- c. The CCA may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d. O/o PCCA, Tamil Nadu Circle shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section V of Part-B and Evaluation of the bid as per model evaluation given in Section VI of Part-B.
- e. **The financial bids will be evaluated as per the Formula given in Section VI of Part-B, to determine the successful bidder. – Please see also item (h) & (i) of Para 2.2.**
- f. The expression CCA, office of CCA referred hereinbefore and hereinafter would mean and include any officer/officers of the office of PCCA/CCA authorised for the purpose by CCA for finalisation of the bid process.

6. Performance Security

- a. The successful bidder/tenderer will have to deposit Performance Bank Guarantee (PBG), for an amount of Rs.1,00,000/- (Rs. One Lakh Only) after receipt of which the EMD shall be returned. PBG should remain valid for a period of 60 days beyond the stipulated date for cessation of the contract for initial one year. In case, the contract is further extended beyond the initial period, the Performance Bank Guarantee will have to be accordingly renewed by the successful bidder. The failure to deposit the security deposit within prescribed time of 15 days, may result in cancellation of bid / offer. In this regard the decision of CCA Tamil Nadu will be final.
- b. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled bank in the Proforma provided in Annexure V of the bid document in favour of Accounts Officer (Cash), O/o PCCA, Tamil Nadu Circle, Chennai
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/O PCCA, Tamil Nadu Circle to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

7. Award of Contract

(1)O/o PCCA, Tamil Nadu Circle shall consider placement of letter of intent to the bidder whose offer is found technically, commercially and financially acceptable. The bidder shall within 15 days of the issue of

the letter of intent should give his acceptance and sign agreement(as per annexure IX) in a Non judicial stamp paper for Rs 100/- with O/O PCCA, Tamil Nadu Circle. The failure to signing of agreement within prescribed time of 15 days, may result in cancellation of bid / offer and forfeiture of EMD/ Performance Security. In this regard the decision of CCA Tamil Nadu Circle will be final.

(2) The successful bidder shall furnish bank account details as below

- (i) Name of Bank:
- (ii) Name of Branch:
- (iii)BCR Code:
- (iv)IFSC Code:
- (v) Account No:
- (vi)Account holder as in the Pass Book:
- (vii) mandate form duly signed by the Bank

All the payments will be made through e –payment to the Bank Account of the bidder

8. Right to vary Quantities

O/O PCCA, Tamil Nadu Circle reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.

9. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

10. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event CCA, Tamil Nadu Circle may make the award to any other bidder at the discretion of CCA, Tamil Nadu Circle or call for new bids.

11. Right to Accept or Reject

CCA, Tamil Nadu Circle shall reserve the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, without assigning any reason.

12. Termination of Contract

12.1 O/O PCCA, Tamil Nadu Circle may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts :

- a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the O/o PCCA, Tamil Nadu Circle
- b) If the contractor fails to perform any other obligations under the contract agreement.

12.2 O/o PCCA, Tamil Nadu Circle may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

12.3 Notwithstanding anything contained herein, CCA, Tamil Nadu Circle also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

13. Termination for Insolvency

O/o PCCA, Tamil Nadu Circle may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

14. Miscellaneous Conditions:

14.1 O/o PCCA, Tamil Nadu Circle reserves the right to disqualify such bidders for a suitable period who fail to honour their bids without sufficient ground.

15. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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 happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of O/O PCCA, Tamil Nadu Circle as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16. Arbitration

- 16.1. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of a person appointed by the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Principal Controller of Communication Accounts/ Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Successful bidder will have no objection in any such appointment that arbitrator so appointed is an employee of the PCCA/ the CCA or a Government Servant or that he/ she has to deal with the matter to which the agreement relates or that in the course of his duties as a PCCA/ CCA employee he/ she has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 16.2. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.
- 16.3 The venue of the arbitration proceeding shall be the office of O/O PCCA, Tamil Nadu Circle at Chennai or such other place as the arbitrator may decide.

17. Set-Off (Recovery of Sum Due)

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by O/O PCCA, Tamil Nadu Circle and set-off the same against any claim of O/O PCCA, Tamil Nadu Circle for payment of a sum of money arising out of this contract or under any other contract made by contractor with O/O PCCA, Tamil Nadu Circle.

18. Submission of Bill

Monthly bills shall be submitted in duplicate to the O/O PCCA, Tamil Nadu Circle Chennai. The bill shall show the bill amount and statutory taxes separately. Daily duty sheet shall be submitted to office on daily basis vehicle wise for log book maintenance on daily basis. Claim for GST will be honoured only on production of (1) proof of deposit of GST to the Govt (2) proof of transfer of a share of liability of GST as a percentage to the customer. The last two months bill will be withheld and released only after production of proof for remittance of GST.

19. Duration of the Contract

The contract shall be initially for a period of a one year from the date of signing of the agreement with the successful bidder. However, the contract may be extended subsequently on mutual consent on the same terms and conditions for a further period of not more than six months at a time up to a maximum period of one year as may be decided by the competent authority after reviewing the performance, depending upon the requirements and administrative conveniences of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.

SECTION II

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of PCCA, Tamil Nadu Circle, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. All liabilities under any central/state/municipal Act or Statute shall be of the contractor and under no circumstances shall O/O PCCA, Tamil Nadu Circle assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. The near relatives of all employees working in the Department of Telecommunications either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a. Members of a Hindu Undivided Family;
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother son (s), son's wife(daughter- in - law), Daughter (s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) husband (brother-in-law).
6. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. O/O PCCA, Tamil Nadu Circle shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant sections of Indian Penal Code and any loss caused to O/O PCCA, Tamil Nadu Circle have to be suitably compensated by contractor.
7. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. The servicing shall be done on holidays and if vehicle is required on such days due to any exigency the contractor shall provide a substitute vehicle of same make and model. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
8. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/O PCCA, Tamil Nadu Circle as and when demanded.
9. Shortage in utilizing the contractual 1500km per month in any particular month shall be adjusted over a period of subsequent three months.
10. Change of commercial vehicle of same type and model will be allowed (For Substitute Vehicle) on written request of contractor and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.
11. The vehicle may be used anywhere in the territorial jurisdiction of Tamil Nadu including Pondicherry and it should be ensured that the vehicles have the necessary permit for operating in these areas.

12. Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
13. TDS applicable will be deducted from the payable amount of the bill.
14. Mileage run per day will be accounted for from start place of duty to end place of duty. 10 (ten) kilometres per day for to and fro movement from garage/normal parking place will be allowed. However, no extra time will be allowed for movement from garage to allotted place of duty and vice versa.
15. The successful bidder shall abide with all local/municipal/sate/central laws and regulations.
16. The drivers shall be provided working mobile phone at the cost of the successful bidder, so as to enable the O/o PCCA, Tamil Nadu Circle to contact them as and when required, during the period of the contract. Drivers should preferably be able to understand and follow basic instructions given in simple English by user of vehicle.
17. Payment of all kinds of Government taxes or duties for supplying vehicles in Tamil Nadu will be the liability of the contractor.
18. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the CCA, Tamil Nadu circle. The service provider/contractor shall not engage any person below the age of 18 years.
19. Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of O/o PCCA, Tamil Nadu Circle authorized by CCA, Tamil Nadu
20. The contractor/service provider shall be solely responsible for complying with obligations under Motor Vehicle Act, Road Tax Act, Workman Compensation Act, Income Tax Act, ESI, PF, Contract Labour (Regulation and Abolition) Act, Labour Laws, Insurance etc and damages to third party arising due to accident or any other statutory or legal request.
21. During the periodical maintenance of the vehicles, contractor/service provider shall provide similar standby vehicles.
22. Driver/staff deployed:
 - The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty.
 - The drivers/staff of the vehicles deployed for user department duties maintain polite and courteous behaviour towards department users as well as to other departmental staff.
 - Driver should be properly dressed. He should be provided uniform & ID card at the cost of the service provider.

SECTION III
SERVICES TO BE PROVIDED

1. **Service:** Provision of light commercial vehicles (Taxi) on hire basis.
2. **Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended upto a maximum of one year not exceeding six months at a time, if agreed by the successful bidder and the O/O PCCA, Tamil Nadu Circle on the same rate & terms and conditions.
3. **Quantity:** As specified in Para 2 of PART A of the Tender and note thereof. The quantity may increase or decrease depending on the needs of the Department from time to time.
4. **Duty hours:** The O/o. PCCA,TN Circle, DoT is an office under Department of Telecom, Ministry of Communications, Government of India. Nature of Duty performed is public service. **[The bidder is to quote for 6 days use i.e. from Monday to Saturdays, however as the vehicle may be required in the interest of service at any time beyond usual office days/hours.]** The vehicles hired on monthly basis may therefore be required on 24X7 basis and requisitioned even on Saturdays, Sundays & Holidays, as and when required and availability of vehicle on such occasion shall be necessarily/mandatorily ensured by the bidder, extra charges for such usage on Saturdays, Sundays & Holidays in addition to monthly quoted charges, if any, shall be quoted in the financial bid proforma at Section V of NleT.
5. Duty hours of vehicle on monthly package basis will be for 12Hours. Charges for extra hours shall be quoted in the financial bid(BOQ) proforma at section V of NleT
6. The bidders should consider average use of 1500 km per month including outstation tour if any by the vehicle hired on monthly basis while making the financial bid. For extra KM run beyond 1500 KMs, charges may be quoted separately in the financial bid at section V of NleT.
7. Unused KMs out of 1500 KMs, if any, during a particular month will be carried over to the subsequent three months and will be adjusted against any extra KMs performed over and above the 1500 KMs in those months. A Certificate to this effect would be given by the contractor on the body of the bill while submitting claim for payment.
8. The mileage for the purpose of “vehicle run” and “hours run and hours of duty” shall be reckoned from the allotted place of duty or any other place intimated from time to time and the mileage and time would be calculated accordingly. In addition, mileage will be allowed from garage to allotted place of duty and from allotted place to garage at actual or 5 KM each, whichever is less. However, no extra time will be allowed for movement from garage to allotted place of duty and vice versa.
9. No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
10. **Out station Charges :** The vehicles may be taken outstation beyond the municipal limits of Chennai for which separate outstation/other charges may be quoted by the bidder as provided for in the bid proforma at Section VI of Niet. The Kms used will not be counted separately but alongwith the normal city use and will be counted for within the ceiling of 1500 Kms in para 6 & 7 above. The firm will ensure that the fuel tank of vehicles provided is filled up before deputing the vehicle for duty.
11. The firm will ensure that all drivers have mobile phone connection so that they can be contacted, whenever, required.
12. The vehicles supplied shall have necessary permit for operating in Tamil Nadu including Pondicherry Area.
13. The contractor/service provider shall be solely responsible for complying with obligations under Motor Vehicle Act, Road Tax, Workman Compensation Act, Income Tax, ESI, PF, Contract Labour (Regulation

and Abolition) Act, Wages Act, labour Laws etc. and damages to third party arising due to accident or any other statutory or legal request.

14. During the periodical maintenance of the vehicles, contractor/service provider shall provide similar standby vehicles.
15. It will be the responsibility of the service provider to comply with all statutory obligations on his part arising out of this contract.
16. **Notice:** Telephonic intimation for requirement of vehicle shall be considered as notice.
17. **Reporting Place and Jurisdiction:** Actual place of reporting shall be specified by users of vehicles
18. **Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to the Office of CCA, Tamil Nadu. The CCA shall be the sole authority to determine the quantum of loss.
19. **Penalties:**
 - a. In case of break down, vehicle has to be replaced by other vehicle immediately or within one hour. In case of non availability of suitable vehicle within one hour a penalty of Rs. 100/- per hour may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds two times in a month, an additional penalty of Rs. 300/- per break down shall be imposed.
 - b. In case of non-availability of vehicle on a particular day, penalty of Rs.500/- per day shall be imposed in addition to deduction on pro-rata basis for that day.
 - c. In case of non- availability of vehicles during extra hours penalty of Rs.200/- per occasion shall be imposed.
 - d. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling officer shall have full powers to check up the meter and to take action to recover the actual loss to the O/O PCCA, Tamil Nadu Circle. Repeated violations may also lead to termination of contract and blacklisting of the firm.
 - e. Non-functioning of AC in the car will attract penalty of Rs.500/- per day.
 - f. Repeated violations may also lead to termination of contract and/ or forfeiture of Performance Security and /or blacklisting of the firm.
20. **Miscellaneous:**
 - a. The successful bidder must provide telephone numbers where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.
 - b. Payment of any Govt. Tax including service tax or duty for plying the vehicles in the service area will be liability of contractor.
 - c. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips along with the monthly bill.
 - d. Conditional bids shall not be considered and will be rejected summarily.
 - e. Repeated violations may also lead to termination of contract and/ or forfeiture of Performance Security and/ or blacklisting of the firm.

SECTION IV

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

General

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' as given in Section-I of Part B of the Tender Documents. Submission of Bids through online process is mandatory for this Tender.

e-Tendering

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Office of the CCA, Tamil Nadu Circle, DoT has decided to use (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications, Government of India. Benefits to Suppliers are outlined on the Home-page of the e-portal.

Instructions:

- a. Tender Bidding Methodology: Sealed Bid System 'single Stage – 2 e-Envelopes.
In the case of two e-Envelope system Technical and Financial bids shall be submitted online by the bidder at the same time.
- b. Broad outline of activities from Bidders prospective:
 1. Procure a Digital Signing Certificate (DSC) (class II or class III Certificates with signing key usage)
 2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
 3. Create Users and assign roles on CPPP
 4. View Notice Inviting Tender (NIT) on CPPP
 5. Download Official Copy of Tender Documents from CPPP
 6. Clarifications can be obtained by contacting Phone 044-24955811/24955813/24955803/ e-mail dyccaad.ccatn@nic.in
 7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
 8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno commercial Part
 9. View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
 10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
 11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
 12. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 13. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.

The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP - Reason for allowed / not allowed
QA Certificate	Space in between words / characters not allowed
QA Certificate(1)	Special characters not allowed
QA_Certificate	Under score allowed between words /characters
QACertificate	Upper & lower cases allowed.

14. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -V (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked. For participating in this tender online, the following instructions need to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

- c. Digital Certificates for integrity of data and its authenticity / non-repudiation of electronic records and to be compliant with IT Act 2000: It is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 2 or above issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].
- d. REGISTRATION to use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>): Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit. Note : Please contact NIC Helpdesk (as given below), to get your registration accepted / activated Help Desk Nos: Telephone No. 1800 233 7315 Email ID: cphp-nic@nic.in (Please Mark CC: support-nic@ncode.in)
- e. Bid related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on CPPP.
Broad outline of submissions are as follows:
Submission of DD/Banker's Cheque towards Earnest Money Deposit (EMD) **and tender documents as per para 2.1(A) of Section I of Part B offline**
Submission of digitally signed copy of Technical Bid (PDF format) & Financial Bid (Excel Sheet).
Tender Documents/Addendum/Addenda
Two Envelopes
Technical –Part
Financial-Part
Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).
NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.
- Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.
- Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.
- In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.
- If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.
- f. Offline Submissions: The bidder is required to submit the 1) Tender Fee of Rs. 200 in accordance with Clause 4(i) of Part A and 2) DD towards EMD in Original in accordance with Clause 7 of Part A offline to office of the CCA Tamil Nadu Circle, **238,R.K.Mutt Road,R.K.Nagar Telephone Exchange Building,7th Floor, Chennai 600028**, , on or before the date & time of submission of technical bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be superscribed as “e Tender for hiring of vehicles for official use of CCA Office, Tamil Nadu Circle and the words ‘DO NOT OPEN BEFORE **1500 HOURS ON 11-12-2018**’.

Note: The Bidder has to upload the Scanned copy of DD during Online Bid-Submission.

g. Special Note on Security of Bids

Security related functionality has been rigorously implemented in CPPP in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

h . Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of DOT by the bidders in time, then DOT will promptly re-schedule the affected event(s).

i. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), click on eprocure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP ((DOT is not responsible for any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the CPP-Portal, the fourth instruction is relevant at all times.

j. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

k. **PRICE SCHEDULE / BOQ:** Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ Section -V (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only. Please enter only bidder name and rates in figures (excluding service tax).
3. BOQ Section -V file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

SECTION V

PRICE BID (BOQ)

Hiring of Vehicles on monthly basis

S.NO	ITEM	PARTICULARS	RATE	UNIT	TOTAL AMOUNT
1	(A) PRIME SEDAN A/C (DIESEL) CAR – TOYOTA ETIOS/HONDA CITY OR OTHER VEHICLES IN THE SAME CLASS (INCLUSIVE OF ALL TAXES EXCLUDING SERVICE TAX)				
1.01	WITHIN CHENNAI CITY LIMITS	Rate quoted for 1500 Kms			
1.02	WITHIN CHENNAI CITY LIMITS	Rate quoted for additional km			
1.03	WITHIN CHENNAI CITY LIMITS	Rated quoted per hour beyond 12 hours			
1.04	WITHIN CHENNAI CITY LIMITS	Rate quoted per day for Sundays and holidays			
1.05	OUTSTATION USE	Rated quoted for Driver's Batta Per Day			
1.06	OUTSTATION USE	Rated quoted for Night Halt Rate per Night			
2	(B) SEDAN NON-A/C (DIESEL) CAR - MARUTI SUZUKI SWIFT DZIRE, TATA INDIGO OR OTHER VEHICLES IN THE SAME CLASS (INCLUSIVE OF ALL TAXES EXCLUDING SERVICE TAX)				
2.01	WITHIN CHENNAI CITY LIMITS	Rate quoted for 1500 Kms			
2.02	WITHIN CHENNAI CITY LIMITS	Rate quoted for additional km			
2.03	WITHIN CHENNAI CITY LIMITS	Rated quoted per hour beyond 12 hours			
2.04	WITHIN CHENNAI CITY LIMITS	Rated quoted per day for Sundays and holidays			
2.05	OUTSTATION USE	Rated quoted for Driver's Batta Per Day			
2.06	OUTSTATION USE	Rated quoted for Night Halt Rate per Night			
2.07	TOTAL	(A) + (B)			

NOTE:

(1) For comparison of bids, assumed extra run of 100 Kms, 10 extra working hours, usage on 2 holidays, usage on one occasion in outstation will be considered while evaluating the quoted rates.

(2) The Service Tax component is not considered for evaluation.

DATE

SIGNATURE

SEAL

SECTION VI

Model calculation for evaluation of Price Bid/ BOQ

S.NO	ITEM	PARTICULARS	RATE	UNIT	TOTAL AMOUNT
1	(A) PRIME SEDAN A/C (DIESEL) CAR – TOYOTA ETIOS/HONDA CITY OR OTHER VEHICLES IN THE SAME CLASS (INCLUSIVE OF ALL TAXES EXCLUDING SERVICE TAX)				
1.01	WITHIN CHENNAI CITY LIMITS	Rate quoted for 1500 Kms	45000		45000
1.02	WITHIN CHENNAI CITY LIMITS	Rate quoted for additional km	10	100	1000
1.03	WITHIN CHENNAI CITY LIMITS	Rated quoted per hour beyond 12 hours	120	10	1200
1.04	WITHIN CHENNAI CITY LIMITS	Rate quoted per day for Sundays and holidays	1000	2	2000
1.05	OUTSTATION USE	Rated quoted for Driver's Batta Per Day	300	1	300
1.06	OUTSTATION USE	Rated quoted for Night Halt Rate per Night	200	1	200
2	(B) SEDAN NON-A/C (DIESEL) CAR - MARUTI SUZUKI SWIFT DZIRE, TATA INDIGO OR OTHER VEHICLES IN THE SAME CLASS (INCLUSIVE OF ALL TAXES EXCLUDING SERVICE TAX)				
2.01	WITHIN CHENNAI CITY LIMITS	Rate quoted for 1500 Kms	35000		35000
2.02	WITHIN CHENNAI CITY LIMITS	Rate quoted for additional km	8	100	800
2.03	WITHIN CHENNAI CITY LIMITS	Rated quoted per hour beyond 12 hours	100	10	1000
2.04	WITHIN CHENNAI CITY LIMITS	Rated quoted per day for Sundays and holidays	800	2	1600
2.05	OUTSTATION USE	Rated quoted for Driver's Batta Per Day	300	1	300
2.06	OUTSTATION USE	Rated quoted for Night Halt Rate per Night	200	1	200

NOTE:

(1) For comparison of bids, assumed extra run of 100 Kms, 10 extra working hours, usage on 2 holidays, usage on one occasion in outstation will be considered while evaluating the quoted rates.

(2) The Service Tax component is not considered for evaluation.

Annexure I

DECLARATION on supply of required vehicles, reading ,understanding and accepting all terms of NleT in full

(Duly signed copy to be submitted part of document as specified in para 2.1(A) of part B of NleT)

I / We hereby declare that I/We have carefully read the entire terms & conditions of e- tender documents vide No. PCCA/TN/Admn/Hiring of vehicles /2018-19 DATED 26-11-2018 published in the CPPP of e procurement website i.e. Part A page 1 to 3 and part B page 1 to 31 including all sections I to VI and Annexure I to X of Part B in detail,which form part of the contract agreement and I/We shall abide by the terms and conditions of all clauses therein.

The corrigendum issued from time to time by your Department/Office have also been taken into consideration while submitting this tender and acceptance letter.

I / We hereby declare that I/We have understood and unconditionally accept all the terms and conditions mentioned in the tender documents/corrigendum in its totality/entirety.

I / We Declare that I/We supply the required vehicles of 2017 model . "I/We also declare that the other vehicles of required make, 2017 model shall also be supplied by me"

1) Signature of the Party : _____
Full Name in Block Letters: _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____
Res. _____

Annexure II

Tender No: PCCA/TN/Admn/Hiring of vehicles /2018-19 Dated:26-11-2018

TECHNICAL BID

To be filled in by the Bidder (enclose copy of downloaded NleT documents{Part A & part B}) and duly signed Scanned Copy of all documents at sl 3 to sl 15 (except sl 10 which is to be submitted as hard copy) below to be uploaded as part of technical bid.

1	Name and Postal Address of the Bidder:Phone (with STD:-----) _____ _____ Mobile:----- _____ Fax: ----- _____ E-Mail:-----
2	Status of your firm (Tick as applicable) a. Registered under Companies Act <input type="checkbox"/> b. Partnership <input type="checkbox"/> c. Sole Proprietor <input type="checkbox"/>
3	Power of attorney or authorization letter to sign on behalf of the Company/partnership/Firm <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Income Tax Permanent account Number (PAN) : (PAN card Number-----) <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Valid GST Registration certificate : Certificate Number:----- <input type="checkbox"/> Yes <input type="checkbox"/> No
6	Declaration that firm shall be able to supply required vehicles in taxi category (Annexure I) <input type="checkbox"/> Yes <input type="checkbox"/> No
7	Past performance Experience certificate.(As per annexure X) (No. of contracts: ----- No. of Years:-----) <input type="checkbox"/> Yes <input type="checkbox"/> No
8	Bid security of required amount in form of Demand Draft DD no. Date..... Bank..... <input type="checkbox"/> Yes <input type="checkbox"/> No
9	Tender Fee of required amount in form of Demand Draft DD no. ----- Date..... Bank..... <input type="checkbox"/> Yes <input type="checkbox"/> No
10	NleT (Part A & Part B) duly signed and stamped on each page.(to be submitted as hard copy as stated in para 2.1(A) of part B of NleT) <input type="checkbox"/> Yes <input type="checkbox"/> No
11	Certificate of No Near Relative- Annexure-III (to be submitted as stated in para 2.1(A) of part B of NleT) <input type="checkbox"/> Yes <input type="checkbox"/> No
12	Declaration regarding Blacklisting. (to be submitted as stated in para 2.1(A) of part B of NleT) Annexure-VII <input type="checkbox"/> Yes <input type="checkbox"/> No

13	Certificate for documents downloaded from Website and Tender acceptance Letter(As per Annexure VI of Part B of this NleT)	<input type="checkbox"/> Yes <input type="checkbox"/>
14	Bank Account Details as per clause 7 of Section I of part B of NleT	<input type="checkbox"/> Yes <input type="checkbox"/>
15	Letter of authorisation for attending bid opening as per clause 4 of section I of part B of NleT (Annexure IV)	<input type="checkbox"/> Yes <input type="checkbox"/>
16	Rate of GST applicable	<input type="checkbox"/> %
17	Share of GST payable by this office	<input type="checkbox"/> %

Information and documents at sl.1 to 17 above are mandatory. Non submission of any of the above will liable the bid for rejection

DATE

SIGNATURE

SEAL

Bidders to ensure

- That all the pages have been signed and stamped by the authorised persons;
- That all the pages have been numbered;
- That all the documents are legible (clearly readable)

Annexure III

DECLARATION REGARDING NEAREST RELATIVES NOT WORKING IN D.O.T.

(To be executed & attested. by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder and scanned copy to be uploaded as part of technical bid)

I/ We declare:-

1. That I or any of my partner am/is neither working in any capacity in _____ anywhere in the DOT, nor am/is removed/ dismissed from service of DOT.
2. That none of my near relatives are working in any capacity in _____ DOT nor am/is removed/ dismissed from service of DOT.

Or

The details of my near relatives working in DOT are as under:

Sr. No.	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the O/o PCCA, Tamil Nadu Circle immediately.
4. i) That I /We shall intimate the names of persons working in DOT related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of any unit of DOT.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held by O/o PCCA, Tamil Nadu Circle.
6. If at any time, it is found that the information given in the above Annexure is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the performance security deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e.to the rights of the O/O PCCA, Tamil Nadu Circle to debar the firm from entering into future contracts.

Place :

Signature :

Date:

Name:

(Capacity in which he is signing)-----

NOTE: The term "relatives" means wife/husband/parents and grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To be produced by the representative attending the Bid opening)

To,
CCA, Tamil Nadu Circle
Chennai
Sub: Authorisation for attending bid opening on _____ (date) in the
tender of _____

Following person is authorised to attend the bid opening for the tender mentioned above on behalf of
_____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorisation as prescribed above is not received.

Annexure V
PROFORMA OF PERFORMANCE BANK GUARANTEE

1. In consideration of Controller of Communication Accounts, Tamil Nadu Circle(hereinafter called CCA Tamil Nadu) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfilment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of Hiring of light commercial vehicles, we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to CCA, Tamil Nadu, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA, Tamil Nadu, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CCA, Tamil Nadu stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CCA, Tamil Nadu, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers 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 CCA, Tamil Nadu 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 Rs _____/-.
3. We undertake to pay to the CCA, Tamil Nadu, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the CCA, Tamil Nadu under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA, Tamil Nadu certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with the O/o PCCA, Tamil Nadu that the O/o PCCA, Tamil Nadu shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the O/o PCCA, Tamil Nadu, against the said service provider(s) and to forbear or enforce any of the terms & 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 service provider(s) or for any forbearance, and or any omission on the part of O/o PCCA, Tamil Nadu, or any indulgence by the O/o PCCA, Tamil Nadu, to the said service provider(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.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the O/o PCCA, Tamil Nadu.
8. We, the Bank agree that this guarantee may be invoked on a number of occasions for part amounts, with the balance standing in favour of the CCA Tamil Nadu Circle, but so that the total amount payable hereunder shall not exceed Rs _____ Dated: _____

For _____
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

ANNEXURE-VI
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work : -

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://www.eprocure.gov.in> and no addition/deletion/correction has been made in the document downloaded. In case at any stage, it is found that the information given above is false / incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation.

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 3 of Part A and Page No. 1 to 31 of Part B (including all documents like annexure(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit and/or performance security deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-VII

**DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN GOVT.TENDER BY
DOT/GOVT. DEPT**

(To be executed & Attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.-----
-----has not been blacklisted or debarred in the past by
DOT any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.-----
-----was blacklisted or debarred by DOT, Govt. Dept. from taking part in Government
tenders for a period of ----- years w.e.f.-----

The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o PCCA, Tamil Nadu, and EMD/SD shall be forfeited and penalties as per tender document(e-tender no.PCCA/TN/Admn/Hiring of vehicles/2018-19 dated _____)will become applicable..

In addition to the above O/o PCCA, Tamil Nadu, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

**Seal of the firm should be
Affixed.**

Date:

Signature of Bidder with seal.

ANNEXURE VIII

FINANCIAL BID FORM

Duly signed Scanned copy to be uploaded as part of Technical Bid.

Tender No.:PCCA/TN/Admn/Hiring of Vehicles/2018-19

DATED : 26-11-2018

To,

CCA

Tamil Nadu Circle

Chennai

Dear Sir/Madam,

1. Having read the conditions of contract we undersigned offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of Prices/BoQ attached herewith/upload on e-procurement portal and made part of this bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount will be deposited in the form of Demand draft drawn from any nationalized bank payable at Chennai in favour of AO O/o PCCA, Tamil Nadu Circle, Chennai
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated thisDay of 2018

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature

Annexure IX

AGREEMENT PRO-FORMA

AGREEMENT FOR VEHICLE HIRING

This agreement is made on _____ between M/S _____ (herein after called the 'successful bidder' which term includes its heir, representatives, nominees, attorneys, successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

The Principal Controller of Communication Accounts, Tamil Nadu Circle (herein after called the PCCA/CCA whose term includes its heir, representatives, nominees, attorneys, successors and assignees), acting through Shri _____, Dy.CCA, whose office is situated at 7th floor, R.K.Nagar Telephone Exchange Building, 238, R.K. MUTT ROAD, Mandaveli, CHENNAI-600028.

The Successful Bidder will provide Commercial vehicles on hire basis to the office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai. The "Successful Bidder" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. That the Office of the PCCA floated a Tender No. PCCA/TN/ADMN/Hiring of Vehicles/ 2018-19 dated 26-11-2018 for hiring of Taxies a copy of which is enclosed with this agreement and shall constitute to be a part and parcel of this agreement.
2. The successful bidder submitted his bid in response to the above tender, duly signing and accepting the terms and conditions in the entire tender document comprising 31 pages.
3. That on evaluation by the office of PCCA, the successful bidder was declared lowest bidder.
4. The successful bidder shall, during the period of this contract, that is from 01-01-2019 to 31-12-2019 OR until extended period OR until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles on terms and conditions as specified in the abovementioned tender document and shall abide with all its Instructions, terms and conditions, Penalty clauses, technical and Financial conditions and any other conditions mentioned in the tender document.

5. The successful bidder shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
6. The authorities of PCCA/CCA shall place an order for their requirement on the official Hire order form (enclosure to this agreement) (herein after called Hire order) and will receive acknowledgement from the successful bidder for supply of vehicles. It is anticipated that the successful bidder will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
7. The successful bidder agrees with the PCCA/CCA and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
8. Successful bidder will provide vehicles to PCCA/CCA not older than 2015 model and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the successful bidder
9. The successful bidder will provide the particular make & model of vehicle as agreed upon in the contract. The PCCA/CCA only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the PCCA/CCA is not satisfied with the condition of the vehicle provided, the successful bidder's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the successful bidder is not in a position to provide a substitute vehicle as demanded by the PCCA/CCA then the PCCA/CCA/CCA will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the successful bidder
10. Successful bidder will submit bills in accordance with the Bid document to the Administration Section of o/o Principal Controller of Communication Accounts, Tamil Nadu Circle on monthly basis for release of payment by PCCA/CCA.
11. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the successful bidder. PCCA/CCA shall have no liability whatsoever.
12. The Bid Document No. PCCA/CCA/TN/ADMN/HIRING OF VEHICLES/2018-19 Dated 26-11-2018, schedules annexure/appendix which are annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.
13. That successful bidder is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by successful bidder. PCCA/CCA shall not be liable for any loss, damages, etc suffered/ to be suffered by successful bidder or third party as the case may be.
14. If for any reason the PCCA/CCA is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the successful bidder in writing. The successful bidder without raising any dispute on such assessment by the PCCA/CCA

regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

15. The successful bidder shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the successful bidder accordingly indemnifies the PCCA/CCA against all such liability.

16. Successful bidder shall not engage any person below 18 years of age.

17. Rates charged by the successful bidder for the services given under this contract, for both Monthly and Occasional hiring, shall not be higher than the rates quoted by the successful bidder in his bid and will be regulated by Section-G of Bid Document.

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Principal Controller/Controller of Communication Accounts, Tamil Nadu Circle or any other person appointed by him. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Principal Controller/Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. successful bidder will have no objection in any such appointment that arbitrator so appointed is an employee of PCCA/CCA or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a PCCA/CCA employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

19 The venue of Arbitration proceeding shall be Office of Principal Controller of Communication Accounts, Tamil Nadu Circle at 238, R.K. Mutt Road, Chennai-28 or such other place as the arbitrator may decide.

20. Any dispute relating to this agreement and the tender mentioned herein shall be at the Court of appropriate jurisdiction at Chennai only where the vehicle has been hired and not the place where the successful bidder has his registered office.

21. The successful bidder is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

22. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify PCCA/CCA

23. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office. with a copy sent to the attention of:

(Name of successful bidder)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Principal Controller of Communication Accounts, Tamil Nadu Circle

Address : 238, R.K. Mutt Road, Chennai-28

Tel :044-24955813, 14 Fax : 24955820 E-mail : dyccaad.ccatn@nic.in

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of despatch, if transmitted by internationally recognized courier or registered air mail.

Signed

For and on behalf of the PCCA/CCA

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

Signed

For and on behalf of the successful bidder

Name(caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

Hire Order

(Enclosure to Agreement)

(only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____

(the successful bidder) and _____ , the
Authority (the PCCA/CCA/)

Order details

PCCA/CCA/CCA's order number _____ successful bidder's reference _____

Name of Hiring unit _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

Fuel used _____ Horse Power (cc) _____ Euro I / II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____ Kms

Signed _____
(Successful Bidder)

Name (caps) _____

Position _____

Date _____

Annexure X

Details of major contracts during last 2 years(Past Experience)

Sl No.	Details of client alongwith address, telephone and FAX number	Amount of contract (in Rs. Per year)	Duration of Contract	
			From	To
1.				
2.				
3.				
4.				
5.				

SIGNATURE OF BIDDER