



**GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS**

O/o Controller of Communication Accounts
Department of Telecommunications, Kerala Circle Thiruvananthapuram
5th floor,BSNL Bhavan, PMG Jn, Thiruvananthapuram -695 033

Phone-0471-2303797, e-mail-dyccaadmintvm@nic.in

E-TENDER DOCUMENT

FOR

Hiring of Vehicles

for

O/o the Controller of Communication Accounts
Department of Telecommunications, Kerala Circle Thiruvananthapuram
5th floor,BSNL Bhavan, PMG Jn, Thiruvananthapuram -695 033

Tender No. : CCA/KRL/60-157/2018-19/ADMIN/NIT VEHICLE dated 07/06/2018

Not transferable

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CCA/KRL/60-157/2018-19/ADMIN/NIT VEHICLE dated 07/06/2018

NOTICE INVITING TENDER

Procurement TENDER NOTICE for Supplying Hired Vehicles on monthly payment basis

Controller of Communication Accounts, Department of Telecommunications, Kerala Circle Thiruvananthapuram on behalf of the President of India invites E-Procurement Tender (Online Tender through website <https://eprocure.gov.in> in **Two bid system i.e. Qualifying bid and Financial bid** from the qualified firms/companies as per the below mentioned schedule:-

SCHEDULE OF TENDER		
S.No.	Activity Description	Schedule
1	Tender No	<u>CCA/KRL/60-157/2018-19/ADMIN/NIT VEHICLE</u> dated 07/06/2018
2	Start date of submission of bid online	10:00 Hours on 12/06/2018, The tender document is available in the E Procurement portal https://eprocure.gov.in which may be downloaded by using bidder login credentials and DoT website.
3	Time & Date of Pre-bid meeting	1600 Hours on 14/06/2018
4	Time and last date of submitting bid online	1500 Hours on 02/07/2018
5	Physical Submission of EMD and tender fee document fee	1600 Hours on 02/07/2018
6	Time and Date of On-line Opening of tender (Technical bid)	11.30 hours on 03/07/2018
7	Validity of tender offer	90 days from the date of Opening
8	Services to be offered	1. AC Sedan of make Maruti Ciaz, Hyundai Verna, Honda City or similar Model 2. Non –AC of make Maruti Swift, Tata Zest, Tata Indigo or similar Model Car (<i>Year of Registration of the vehicles should be 2015 or later</i>)
9	Estimated cost of tender	Rs. 6,30,000/- (Rs. Six lakh thirty thousand)
10	Amount of EMD to be deposited	Rs. 31,500 /- (Rs. Thirty one thousands five hundred only)
11	Duration of contract	One Year from the date of award of contract. However, the same may be further extended up to one more year on the same terms & conditions on mutual agreement
12	Likely date for commencement of contract	July 2018

Bidder's Signature :
Stamp :

Date :
(To be affixed in all Pages)

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Interested bidders may submit their quotation online on <https://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

The applicant has to deposit Earnest Money (EMD) of Rs. **31,500/- (Thirty one thousand five hundred only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of **A.O, Of the CCA, Kerala Circle” Payable at Trivandrum** and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the TDR(Term Deposit Receipt)/Demand Draft/ Pay order.

The aforesaid TDR/DDs/Pay orders towards cost for EMD should be submitted to the tender inviting authority i.e., by hand/by post on or before the due date noted in the Schedule

The duly filled in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the requisite bid security (EMD).

The TDR/DD towards the cost of Earnest Money Deposit should bear the date after the date of NIT.

This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **CCA, Kerala Circle, Department of Telecommunications** in this regard shall be final and binding on all.

The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Sd/

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CCA, Kerala Circle , Trivandrum

1. INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>:

The bidders must carefully follow the instructions:

- I. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- II. Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- III. Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- IV. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- V. The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- VI. Contractor / Bidder may go through the tender published on the site and download the required tender documents/ Annexures for the tender he/she is interested.
- VII. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- VIII. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- IX. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- X. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- XI. From my tender folder, he selects the tender to view all the details indicated.
- XII. It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- XIII. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and

the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- XIV. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- XV. The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- XVI. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- XVII. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- XVIII. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- XIX. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- XX. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender.
- XXI. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- XXII. If the price bid should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- XXIII. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- XXIV. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- XXV. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
- XXVI. All the data entered by the bidders would be encrypted using PKI encryption techniques to

ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

- XXVII. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- XXVIII. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- XXIX. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- XXX. Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- XXXI. All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- XXXII. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 0471-2303797 or 0471-2303575 or send an e-mail to dyccaadmintvm@nic.in

2. TENDER GENERAL TERMS AND CONDITIONS

2.1. Parties: - The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Government of India through the CCA, Kerala Circle, Department of Telecom for and on behalf of the President of India.

2.2. Duration: - The duration of the contract shall be for a period of one year from the date of award of work order. However, competent authority can extend this duration for a period of maximum 1 Year on mutual agreement with the contractor.

2.3. Earnest Money:

- i) **Earnest Money of Rs.31500/- (Rupees Thirty one Thousand five Only)** in the form of Term Deposit Receipt/ Demand draft / Pay Order of any nationalized bank must be deposited by bidders along with their duly filled up tender documents. The validity of the Demand draft must be up to 3 (Three) months from the last date of submission of tender. The Demand draft or Term Deposit shall be in favour of **“Accounts Officer, O/o CCA, DoT, Kerala Circle, Trivandrum” Payable at Trivandrum**
- ii) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
- iii) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Earnest Money will be forfeited to the Government.
- iv) The tenders without document fees and/or Earnest Money or DD/TDR incorrectly addressed will be summarily rejected.
- v) No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- vi) Earnest Money shall be forfeited in case of the following—
 - a. If the bidder withdraws or amends their tender or increase in rates after opening of the tender but before the validity of the quotation expires.
 - b. On refusal to enter into contract after award of contract.

2.4. Preparation and Submission of Tender:

The tenders have been invited under **two bid systems i.e. Technical Bid and Financial Bid.**

The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-1: Qualifying bid (The list of the documents to be uploaded)

- (i) Bidder's Profile (As in Annexure I) and Declarations/Letters as in Annexure-II to V;
- (ii) Self-Attested copy of Registration of firm/company.
- (iii) Self-Attested copy of Experience certificate issued by Central/State Government/ Public Sector companies for one year or more during the last five years.
- (iv) Self-Attested copy of PAN card of firm/company.
- (v) Self-Attested Copy of the IT return filed for the last financial year 2016-17.
- (vi) Self-Attested Copy of GST registration certificates.
- (vii) Self-Attested copy of document showing current insurance of the vehicles.
- (viii) Self-Attested Copy of Registration Certificate of vehicles.
- (ix) Copy of DD of EMD as stipulated vide item 2.3 above.
- (x) Copy of DD for the cost of bid document.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-2: Financial bid

- (i) The quotation should be filled in the financial bid document downloaded from CPP portal and the same should be to be uploaded.

2.5. Qualifying Bid:

The qualifying bid should be submitted in form given in cover-1 documents specified above. Non submission of any of the above documents will result in rejection of the tender.

2.6. Financial Bid:

2.6.1 The Financial Bid should be submitted online in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

2.6.2 The rate to be quoted for vehicle on monthly basis up to 1000 Km use in a month. The price quoted shall be firm and final for the entire period of contract.

2.6.3. Nothing extra will be paid than the quoted service charges during the currency of the contract except adjustment of payment based on fuel price fluctuations as in 3.6. However any change in the GST or such statutory taxes will be effected in payment of bills provided submission of proof for such payment to the government.

2.6.4 Terms of payment as stated in the Tender Documents shall be final.

2.6.5 At the time of payment of bills, the income tax and other taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

2.7. Validity of the Bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender.

2.8. Opening of Tender:

The bidder is at liberty either himself or authorizes, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder (Annexure-V) and proof of identification for himself or the authorized representative.

2.9. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of qualification information furnished in form given in Cover-1 and then on the basis of financial information furnished in form given in Cover-2. The Financial bid (cover-2) of such firms found valid based on qualifying parameters (as per Cover-1) will be opened on the date, time and venue to be announced after opening of the Qualifying Bid. The award of work will be further subject to any specific terms and conditions of the contract.

The DoT evaluate the Financial bids of eligible (Qualified technical bids) bidders as follows.

R. 1 : Rate for 1000 KMs per month

R.2 : Rate for extra Kms over and above 1000 KMs

R.3 : Rate per extra hour for extra detentions over and above 10 hours per day.

R.4 : Rate per night for night halt

Evaluation will be done on the basis worked out in respect of Non A/c vehicle and AC vehicle separately.

$=\{R1+(R2 \times 100)+(R3 \times 10)+R4\}$

2.10. Right of Acceptance:

2.9.1 Normally the lowest bidder (L1) will be awarded contract subjected to fulfilling all tender clauses. However the CCA, Kerala Circle reserves all rights to reject any or all tender(s) including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision CCA, Kerala Circle in this regard shall be final and binding

2.9.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for award of the work will prejudice against the contractor's quotation.

2.10. Communication of Acceptance:

Successful Bidder will be informed of the acceptance of his tender through email by CPP (Central Procurement Portal).

2.11. Security Deposit:

2.11.1 The successful bidder will have to deposit a Performance Security (Security Deposit) within 7 days from the date of acceptance of the tender **Rs 40,000/- (Rupees Forty Thousand only)**, in the form of Demand Draft / Term Deposit Receipt drawn in favour of "Accounts Officer, O/o CCA, DoT, Kerala Circle" Payable at Trivandrum or a Fixed deposit Receipt / Bank Guarantee from a Nationalized bank for the amount valid for the period extending at least six months beyond the date of completion of the contract. The EMD submitted may be adjusted towards Security deposit and only balance required to be deposited by the successful tenderer.

2.11.2 The Fixed deposit Receipt / Bank Guarantee / demand draft / Term Deposit Receipt can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Fixed deposit Receipt / Bank Guarantee / demand draft / Term Deposit Receipt as may be considered by this office, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

2.11.3 The security will also be forfeited in any of the following cases

- If the work is not commenced on the date of starting the work after work is awarded to the contractor
- Unsatisfactory performance
- Non-performance of the contractor.

2.11.4 The Security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

2.12. Penalties:

2.12.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicle or not providing Vehicle, competent authority shall make deductions at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Telecommunications.

2.12.2 In addition, penalties mentioned in **section-3: specific terms and conditions** are also applicable on case to case basis.

2.12.3 The powers of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned above.

2.13. Disclaimer:

The near relatives of employees of this office are prohibited from participation in this tender. The near relatives for this purpose are defined as:-

- (a) Members of a Hindu Undivided Family.
- (b) Their 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) and sister's husband (brother-in-law).

2.14. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be

payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft/Term Deposit Receipt shall be encashed/forfeited including blacklisting of the contractor for a period as decided by the competent authority.

2.15. Subletting of Work:

The firm/party shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority which he/she will be at liberty to refuse if she/he thinks fit.

2.16. The tender is not transferable. Only one tender shall be submitted by one bidder.

2.17. Terms of payment:

2.17.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

2.17.2 The contractor shall submit the bills at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment. The service tax remittance, if any, in respect of the previous month may also be attached along with the current month bill.

2.17.3 All payments shall be made by cheques only, in the name of the firm/company.

2.17.4 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paragraph.

2.17.5 The term "payment" mentioned in this paragraph includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

2.18. Arbitration:

If any difference arises concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the CCA, Kerala Circle. The provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under and in force shall be applicable to such proceedings.

2.20 Jurisdiction of Courts: The Courts/other Tribunal or Forum in Trivandrum alone have jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

TENDER SPECIFIC TERMS AND CONDITIONS

3.1. Vehicle

3.1.1. The contract is likely to commence from July , 2018. The vehicle will generally be required by this office for carrying Departmental Officers and staff, within the jurisdiction of **CCA , Kerala Circle** area. **The duty timings shall be from 0830 hrs to 1830 hrs on all working days**, however the timings and days may vary depending on the requirements.

3.1.2 If the vehicle is called on Sunday or holidays, the time will be treated as extra hours.

3.1.3. In case of non-availability or technical problem of the specified vehicle, the contractor can provide an alternative vehicle of equivalent or above status/make/model, in lieu of the assigned vehicle temporarily within 1 hour notice. But the payment will be released according to the approved rates to the contractor. A penalty up to Rs. 500/- per case shall be imposed on the contractor in case of failure to do so, **in addition to the penalty mentioned in 2.13.**

3.1.4. The vehicle provided by the contractor must be road worthy, in excellent condition and the **year of registration of the vehicle should be 2015 or later** and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of cars rejected.

3.1.5. The vehicle being sent by the tenderer will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, a penalty up to Rs.500/- per case shall be imposed on the contractor.

3.1.6. The vehicle registered under Taxi Permit only should be provided. Private vehicle shall not be accepted and payment for such vehicle will not be made.

3.1.7. The vehicle will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.

3.1.8. The provided vehicle must be fully and comprehensively insured covering the risk to the driver.

3.1.9. Number of vehicles may increase at any time and the vender has to supply the additional vehicle(s) under the same terms and conditions during the period of contract.

3.1.10. The vehicle sent to the office on requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/ passenger tax/border tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.

3.1.11. *The details of vehicle along* with photocopies of registration book/RC should be attached with of the tender (Qualification Bid).

3.1.12. Vehicle to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. Dirty, noisy, and not well maintained vehicle shall be rejected and no payments shall be made for the same.

3.1.13. Vehicle should be provided with two sets of stain free white seat cover and replaced every week. If seat covers and/or vehicle found dirty, penalty as in 3.1.4 will be imposed.

3.2. Contractors

3.2.1. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.

3.2.2. The contractor should have satisfactory experience certificate of one year or more in a similar service contract issued during the last five years by competent authority of Central/State Government/ Public Sector companies.

3.2.3. The contractor shall be responsible for all communication with the officers. For this purpose he should have a proper office with telephones and personnel to take the calls.

3.2.4. 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 encashment of the security deposit.

3.2.5. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

3.2.6. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel 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, Governments Orders etc.

3.2.7. Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other unlawful acts/deeds by his staff.

3.2.8. 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.

3.2.9. Only such contractors may apply whose vehicle have been duly authorized by the concerned RTO for use as public transport.

3.2.10. The contractor must have trained drivers on their employee roll.

3.2.11. In case of lowest bidder(L1) is not entering into contract agreement into this office, the competent authority reserves the right to forfeit the security deposit and award the contract to the second lowest bidder(L2) or third lowest bidder (L3) at the rates of L1, depending upon the situation or to re-tender the work.

3.2.12. Contractor is responsible for complying with obligations under Income Tax, ESI, PF Wages Act, Labour laws or any other statutory obligations

3.3. Drivers

3.3.1. The contractor will provide well-behaved drivers having knowledge of different routes, as well as repair of cars and valid driving license and also having proper uniforms and name badge.

3.3.2. The driver would also be equipped with Mobile phone.

3.3.3. No charges will be given for lunch/tea to the driver. Driver should carry his lunch.

3.3.4. Driver of the vehicle requisitioned by this office will report to the officer to whom the vehicle is allotted.

3.3.5. Within office premises, the driver shall not leave the office without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the office, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.

3.3.6. The driver will do the maintenance work, re-fueling etc on weekends in advance. Doing such jobs during duty shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.7. The driver must be punctual and arrive on specified time on specified location. Substantial and repeated delays shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.8. Drivers must not use their mobile phones or stop for personal works while driving. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis.

3.3.9. Drivers must not go on leave without informing the officer and contractor well in advance and it will be the responsibility of the contractor to provide a substitute immediately. Violations shall attract a penalty amounting to the deduction of the whole day's payment on per case basis (In addition to the penalties mentioned in clause 2.13 above).

3.3.10. The personnel engaged by the Contractor are subject to security check by the Security Staff at any time.

3.3.11. The drivers may be asked to do overtime and may be called on holidays/weekends and at odd times depending on the necessity and he should be prepared for such events. It will be the contractor's responsibility to provide a substitute immediately, if the driver refuses or is unable to do so. Failure will attract suitable penalties.

3.4. Meter Reading

3.4.1. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between user delivery address and the garage/normal parking place will be allowed on actual basis or 5 KMs whichever is less. Minimum fixed Km shall be 1000 Km per month, and in case of KM running is less than 1000Km in a month, balance Kms shall be carried forward for the next three months and will be adjusted against extra mileage, if any, without extra cost to DoT. 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).

3.4.2. The drivers of the vehicle will maintain Log Sheets, which will be supplied by this office. The entries in the log book must be got certified by the officer himself on the basis of daily duplicate duty slip, everyday.

3.4.3. 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.

3.4.4. The tampering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts shall be penalized heavily, including termination of the contract and forfeiting of the security deposit.

3.4.5. 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.

3.5. Prices

3.5.1 The rates should be quoted on monthly basis. The rate for monthly hire (for 1000 KM) and the rate for extra per Hour detention and extra per km running, outstation night halt charges and other charges are to be indicated in the relevant columns of the financial bid.

3.5.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

3.6 Price Revision:

3.6.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above (+ or -)10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

$$\text{Increase or decrease in Petrol/Diesel during the month} = \frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per liter of Diesel or Petrol consumption (KMPL)}}$$

(Note:-The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of contract. The Average KMPL is to be assumed as **12 KMs in case of in Petrol vehicle & 15 KMs in case of Diesel vehicle**. If there is decrease in Fuel Price, formula will indicate negative figure which means the hire charges would be reduced to that extent).

3.6.2 The review for change in hire charges due to change in fuel rates shall be effected at the end of quarter, irrespective of start of contract i.e. on 30th June, 30th Sept, 31st December and 31st March. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract, which would be set out on the agreement, to be executed on award of the service.

3.6.3 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

3.7 Payments

3.7.1. Payment of bills would take about two weeks time on an average from the date of submission of the bill. No advance payment shall be made under any circumstances.

3.7.2. If the AC system of car is not giving proper cooling, a penalty of Rs 500/- per day will be imposed.

3.7.3. 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.

3.7.4. Parking charges, toll charges, ferry charges etc. shall be paid extra as per actual on production of documentary evidence.

3.7.5. The bill in duplicate along with duty slips/log book duly signed and stamped by the user of the vehicle or his representatives should be sent to this office for payment by 1st week of the following month.

BIDDER'S PROFILE

1	Name of Tendering Company/Firm/Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2	Type of firm i.e. Proprietorship/partnership or company registered under company act 1956 (Attach Self Attested copy)	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6	PAN/GIR/TAN No (Attach Self Attested copy)	
7	GST Registration No. (Attach Self Attested copy)	

8. Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in supplying of vehicle to Central/State Government/ Public Sector companies for one year or more during the last five years. The summary of that can be tabulated in the given format in chronological order

SN	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Experience certificate for the period	
			From	To
1				
2				

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

9. Additional information, if any (Attach separate sheet, if required)

- Name:
- Date:
- Place:

- Signature of authorized person
- Seal:

DECLARATION

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT.DEPT

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 or 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, or any other Government Department 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 CCA, DoT, Kerala Circle and EMD/SD shall be forfeited. In addition to the above, O/o CCA, DoT, Kerala Circle will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Date:

Seal of the firm should be

Name -----

Affixed.

Capacity in which as signed:

Name & address of the firm:

DECLARATION

FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF TELECOMMUNICATIONS, O/o CCA Kerala Circle, Trivandrum

I S/O Sh.....

..... R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications, O/o the CCA, Kerala Circle as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Place:

Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

DECLARATION

FOR NON-TAMPERING OF DOWNLOADED TENDER DOCUMENT FROM WEB SITE

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://eprocure.gov.in> and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place:

Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

DECLARATION

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To,
CCA, Kerala Circle,
Trivandrum

Sub: Authorization for attending the office on _____(date) in the

Tender of _____

Following person is authorized to attend the office for the tender mentioned above on behalf of
of
_____ (Bidder).

Name of the Representative	Specimen Signature
1. _____	_____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

AGREEMENT PROFORMA

ANNEXURE- VI

The agreement made on this..... day of (month) (year)..... between M/S herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CCA,DoT, Kerala Circle,Trivandrum, 5th floor, PMG Jn, Trivandrum, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for providing one hired vehicle in the O/o CCA,DoT, Kerala Circle,Trivandrum,on the terms and conditions herein contained and the rates approved by the CCA,DoT, Kerala Circle At the rates given below.

Sl. No.	Item Description	RATE Rs.
1	Monthly Rate (1000 Km per month, 10 hrs a day)	
2	Charges for extra Kilometers, (over 1000 Km per month) in Rs. Per Km	
3	Chargesforextra hours (overandabove 10hrs dutyperday) in Rs. Perhour	
4	Outstation night halt charges in Rs. per Halt	

All the rates are inclusive of all taxes, levies, duties and cess etc., except service tax.

The fuel price as on this date which are given below are the base fuel prices to calculate increase or decrease in the fuel price and adjusting the monthly rate.

Petrolprice:Rs_____per Ltr; Dieselprice Rs:_____per ltr.

Whereas the necessary security deposit have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

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

1. The contractor shall, during the period of this contract that is to say from (Date) To (Date)..... or completion of work or extension thereof, if any, whichever is later shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the CCA,Kerala Circle or anyother person authorized by the CCA, Kerala Circle in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o CCA Kerala Circle is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.
5. All the disputes are subjected to the jurisdiction of the court at Trivandrum only.

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

Above written:

()

()

Signature on behalf of DoT

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

FINANCIAL BID

Service: Providing hired vehicle for the office of CCA, DoT, Kerala Circle, Trivandrum

1. Name of the Bidder:
2. Service Charges: - The Tenderer shall be required to download the tender from CPP portal and quote the rates.

Notes:-

1. The rates quoted by the tendering agency should be inclusive of all statutory and taxation liabilities applicable in force (Except Service Tax) at the time of entering into the contract.
1. **Conditional bid shall not be considered and will be rejected out right**
2. L-1 Bidder will be decided based on the total service charges which is the sum of service charges arrived for each item of work mentioned in column (E).
3. Rate for each item (1.01 to 1.04) needs to be filled in column (D). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.

Below is the format of the financial bid (A/c Vehicle): PART-I

Sl. No. (A)	Item Description (B)	Quantity (for evaluation only and actuals may vary) (C)	RATE In Figures To be entered by the Bidder Rs. (D)	TOTAL AMOUNT IN FIGURES (C) x (D) (E)	TOTAL AMOUNT In Words (F)
1	Providing hired vehicle for the office of CCA, Kerala Circle DoT,				
1.01	Monthly Rate (1000 Km per month, 10 hrs a day)	1			
1.02	Charges for extra Kilometers, (over 1000 Km per month) in Rs. Per Km	100			
1.03	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	10			
1.04	Outstation night halt charges in Rs. per Halt	1			
Total in Figures					
Quoted Rate in Words					

Below is the format of the financial bid (Non A/c Vehicle): PART-II

Sl. No.	Item Description	Quantity (for evaluation only and actuals may vary)	RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT IN FIGURES (C) x (D) (E)	TOTAL AMOUNT In Words (F)
(A)	(B)	(C)	(D)		
1	Providing hired vehicle for the office of CCA,Kerala Circle DoT,				
1.01	Monthly Rate (1000 Km per month, 10 hrs a day)	1			
1.02	Charges for extra Kilometers, (over 1000 Km per month) in Rs. Per Km	100			
1.03	Charges for extra hours (over and above 10 hrs duty per day) in Rs. Per hour	10			
1.04	Outstation night halt charges in Rs. per Halt	1			
Total in Figures					
Quoted Rate in Words					

- Terms and conditioned mentioned in this tender (CCA/KRL/60-157/2018-19/ADMIN/NIT VEHICLE Dated: 07/06/2018) are applicable.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by contractor during the month.
- The above rates required to be incisive of statutory taxes as may be applicable (Except Service Tax).

- Name:
- Date:
- Place:

- Signature of authorized person
- Seal:

CHECK LIST FOR BIDDERS

SN	Documents				Upload status
1	Cost of Tender documents*	DD No.	Amt.	Date	
2	EMD *	DD No.	Amt.	Date	
3	Bidder profile (Annexure-I) filled and uploaded				
4	Declaration on Black listing/non-black listing (Annexure-II) filled and uploaded.				
5	Declaration on no-near relative (Annexure-III) filled and uploaded				
6	Declaration on non-tampering of downloaded tender document (Annexure-IV) filled and uploaded.				
7	Letter of authorization for attending tender opening (Annexure-V) filled and uploaded.				
8	Self-Attested copy of Firm/company registration document.				
9	Self-Attested copy Registration certificate of the vehicle				
10	Self-Attested copy of the current insurance document				
11	Self-Attested copy of PAN card of firm/company				
12	Self-Attested copy of Experience certificate (Minimum one year of similar nature of work carried out during the last five years).				
13	Self-Attested copy of service tax certificate of firm/company				
14	Self-Attested copy Latest income tax return of firm/company				
15	Financial bid document filled and uploaded				

*Scanned copy of DD/TDR/Banker's Cheque has to be uploaded.

End of the document
