GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF TELECOMMUNICATIONS
O/O THE PR. CONTROLLER OF COMMUNICATION ACCOUNTS
"TELEPHONE HOUSE" 8, Hare Street, 2nd Floor, KOLKATA – 700001.
Ph. No. (033) 22137402, Fax No. (033) 2231 3537/2213 8824
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BID DOCUMENT

e-tender for Hiring of Commercial Vehicle in O/o the Pr.CCA, Kolkata, Department of telecommunications

Tender No: CCA/Kol/ Tender (Vehicle)/2018-19(2nd Call) dated 28 .01.2019

Not transferable
Price of Bid Document: Rs.500/-

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Phone: (033) 2213 7402, Fax: (033) 2231 3537/2213 8824
E-mail-pccakolkata@gmail.com

No. CCA/Kol/Tender (Vehicle)/2018-19(2nd Call) Dated: 28.01.2019

NOTICE INVITING e-TENDER

e- TENDER NOTICE for Hiring Commercial Vehicle for the O/o the Pr.CCA, Kolkata

The O/o the Pr.CCA, Kolkata, on behalf of the President of India invites e-Tender (Online Tender through website http://eprocure.gov.in/eprocure/app) in Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Registered Companies /Firms /Agencies having at least two vehicles and experience in supplying light commercial vehicles for at least two years within the last five years to any Central/State Govt. organization / PSUs, for providing services of registered light commercial vehicles on hired basis, in Ministry of Communications, Department of Telecommunications, O/o the Pr.CCA, Kolkata for a period of one year from the date of contract. The estimated cost of the e-tender is **Rs. 8 (eight) lakhs (approx).** The details are as follows:-

Sl.	Category of Vehicles	Vehicles Type	Usage type	Qty.	Age of vehicles	Earnest Money Deposit (EMD)	Estimated value of the tender
a	**AC Sedan (diesel)**	**Swift Desire /SX4/Honda City (AC Diesel)**	**Monthly**	**1 – 2***	**Not older than 2016**	**Rs..24,000/-** (3% of tender Value)	**Rs. 8 Lakhs** (appx.)
b	**AC-MUV (diesel)**	**Innova (AC Diesel)**	**Monthly**	**1 – 2***	**Not older than 2016**		
c	**AC Sedan (diesel)**	**Swift Desire /SX4/Honda City (AC Diesel)**	**Occasional**		**Not older than 2016**		
d	**AC-MUV (diesel)**	**Innova (AC Diesel)**	**Occasional**		**Not older than 2016**		

***** Generally under normal circumstances 2 (two) vehicles will be used on regular basis. It can be any combinations of a & b [i.e 2 (two) swift Dezire /SX4 /Honda City (AC diesel) or 2 (two) Innova (AC Diesel) or 1 (one) Swift Dezire /SX4 /Honda City (AC Diesel) and 1 (one) Innova (AC Diesel)].

The schedule of tender is as follows:

Sl No.	Activity Description	Time Schedule
1	Tender No.	CCA/CTD/Tender (Vehicle)/2018-19(2nd Call)
2	Cost of Tender document	**Rs. 500/- (by cash or DD Non refundable)**
3	Estimated cost of tender	**Rs. 8 (Eight) Lakh per annum.**
4	Sale of Tender Document	**28 thJan'2019 to 15Th Feb '2019**. The tender document can be downloaded from the DoT website http://www.dot.gov.in OR e-Procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials or www.ccakolkata.gov.in
5	Last date and Time of Receipt of uploading of tender document through eprocure.gov.in	**11.30 Hours of 18.02.2019.**
6	Amount of EMD to be deposited.	**Rs. 24,000/- (by Pay Order/DD Refundable)**
7	Time and Date of Opening of Tender/Bid	**12.00 Hours of 19.02.2019**.
8	Validity of tender	**90 days from the date of Opening of tender.**
9	Duration of Contract	**One year** from the date of award of contract this may be further extended for a period of one year on the same terms and conditions including commercial terms.

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

(iii) Interested bidders may submit their quotation online on http://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.**

(iv) Cost of Tender Document: **Rs.500/-**(**Rupees Five Hundred only**)in the form of a Demand Draft from Scheduled/Nationalized Bank drawn in favour of "**Accounts Officer, O/o Pr.CCA, Kolkata", Payable at Kolkata** (**Non-refundable**). The scanned copy of the same in soft copy format is to be submitted at the time of submission of Tender documents online.

(v) The applicant has to deposit Earnest Money (EMD) of Rs. 24,000/- (Rupees Twenty Four Thousand only) in the form of a Demand Draft from Scheduled/Nationalized Bank drawn in favour of "**Accounts Officer, O/o Pr.CCA, , Kolkata", payable at Kolkata.** The scanned copy of the same in softcopy format has to be submitted at the time of submission of Tender documents online.

(vi) The aforesaid DDs towards cost of the Tender document and EMD, should be submitted by the bidder or his authorized representative to the O/o the Pr. CCA, Kolkata, Telephone House, 8, Hare Street, Kolkata-700001 **on or before 4 P.M. of 18.02.2019.**

(vii) The duly filled tender documents shall not be accepted and summarily rejected if not accompanied by the scanned copy of the demand draft towards the cost of the Tender document and the requisite Earnest Money deposit (EMD).This office reserves the right to reject any or all tenders without assigning any reason.

(viii) **The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.**

(ix) **The firms or companies based in Kolkata only will be eligible for submission of tender.**

Deputy Controller of Communication Accounts
On behalf of the Pr. CCA, Kolkata
Department of Telecommunications
Ministry of Communications.

SECTION-I
1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at http://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 log in 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 only should be used by the bidder and should ensure safety of the same.

vi) The Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.

vii) After downloading /getting the tender document/ Annexure/ 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 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 tender'** folder.

xi) From **my tender folder**, he/she selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendies 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 document 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 instrument 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/any other accepted instrument, 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 requirements.

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 format is provided in a spread sheet file like **BoQ_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price **Bid/ BOQ** 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 being entered by the bidders would be encrypted using **PKI encryption** techniques to ensure the secrecy of the data. The data entered will not 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) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.

*****

SECTION II

BIDDER'S PROFILE

GENERAL

1. Name of Tendering Company/ Firm / Agency : _____
   (Attach attested copy of certificate of registration or valid trade license as the case may be)
2. Nature of the concern:_____ (i.e. Sole proprietor or partnership firm or a company under Company Act'1956)
3. Full Address of Registered Office of the Company/Firm/Agency:
   _____
   _____
   a. Telephone/Mobile No:
   b. FAX No:
   c. E-Mail Address:
4. PAN/GIR No. of the Company/Firm/Agency:_____
   (Attach attested copy)
5. Photocopy of income tax returns for latest year:_____ (Attach attested copy)
6. GST Registration No.:_____(Attach attested copy)
7. The Company / Firm / Agency should have **at least two years of experience** in providing services of supplying vehicles to Central/State Govt. organization / PSUs etc. **in the last 5 years** (Attach the attested or original copies of relevant experience documents)
8. Details of Earnest Money Deposit: **Rs.24,000**/=D.D. No .....Date_____Drawn on Bank_____
9. Whether each page of tender and its annexures have been signed and stamped:_____(Yes/No)
10. Bidder's bank, its address and his current account no:
    _____
    _____
11. Infrastructure capabilities: Particulars of vehicles available with the Bidder. (please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle):

	Type of Vehicle(s)	**Registration number**	**Blue Book no.**
1.			
2.			
3.			
4.			

I/We hereby declare that the information furnished above is true and correct.

Signature of Bidder/Authorized Signatory with seal of the firm

_____Name of the Bidder_____

Place:_____

Date:_____

SECTION III
GENERAL TERMS AND CONDITIONS (Commercial)

1. Parties: - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through O/o the Pr.CCA, Kolkata for and on behalf of the President of India.

2. Addresses:- For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to O/o the Pr.CCA, Kolkata. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money Deposit (EMD):

a. Earnest Money of **Rs.24,000/-** (in words Rupees Twenty Four Thousand only) must be deposited by bidders in the form of Demand Draft drawn in favour of "**Accounts Officer, O/o Pr. CCA , Kolkata", Payable at Kolkata** and should accompany with the tender document.

b. EMD of the unsuccessful bidder shall be returned without interest after the finalization of the tender process.

c. 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.

d. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited to the Government.

e. The tenders without Earnest Money Deposit will be summarily rejected.

f. 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.

4. Period of validity of Bid: Bid shall be valid **for 90 days** after the date of opening of bids.

5. Submission of Bid and Bid Opening: The tenders have been invited under two bid system i.e. Qualifying Bid (Technical Bid) and Financial Bid. **The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.**

6. Late Bids: Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

7. Modification & Withdrawal of Bids: The Bidder may modify or withdraw his bid after bid submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

8. Signing of Tender: Individual signing the tender or other documents connected with contract must specify whether he/she signs as

- **i.** A "sole proprietor'" of the concern or constituted attorney of such sole proprietor.
- **ii.** A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement power of attorney duly executed by the partners of the firm.
- **iii.** Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

Note.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(**2**) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(**3**) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, **the Pr. CCA, Kolkata** may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(**4**) The tenderer should sign and affix his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

9. Technical Bid:-

a) The Technical bid should be submitted in form as given in Section-II (Bidder's profile required) & Section-XI (Tender Compliance sheet – Technical Qualification)

b) All documents asked at clause 7 of Section-IV must be submitted as part of Technical bid, the rate schedule (Section-V) should be left blank.

10. Financial (Commercial) Bid:

a) The Financial (Commercial) Bids of the Tenderer short listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids. The commercial bid of the tenderer whose technical bid is disqualified by the Tender Evaluation Committee will not be opened.

b) Rate should be quoted, in figures & in words, along with its break up showing various items of charges as per the commercial bid/rate scheduled at Section-V. Bids containing misleading entries will be summarily rejected. The rates quoted shall be firm and final.

c) Terms of payment as stated in the Tender Document shall be final.

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

11 .e-Tender Bid Opening: - Bid opening and finalization will be according to e-procurement procedures. Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified. **The financial bid will be evaluated only for technically qualified bidders.**

12. Criteria for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Section - II (Bidder's profile) & Section-XI (Tender Compliance sheet – Technical Qualification) and then on the basis of commercial information furnished in form given in Section – V (Rate Schedule). The Commercial bid (Section –V) of such firms found valid based on technical parameters (as per Section–II &XI) will be opened on the date & time to be intimated after opening of the Technical Bid.

The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any terms and conditions of this tender.

a. Tenderer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

b. If there is a discrepancy between words and figures the amount in words shall prevail and prior to detailed evaluation, purchaser will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially nonresponsive will be rejected by the purchaser.

c. Tenderer shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive of all levies and taxes) as indicated in the rate schedule of the bid document.

d. Bids shall be evaluated based on the evaluation formula described at Section-VI.

13. Quality of the Vehicle:

Decision of O/o the Pr. CCA, Kolkata regarding the quality of vehicle supplied by the tenderer will be final and binding on all tenderers. **The model of the vehicles should be not be older than 2016 and the vehicle should be in good running condition.** The vehicles should have valid permit issued by the concerned authority. If the approved contractor do not supply vehicles as per above conditions, his contract will be terminated by forfeiting the security deposit.

14. Inspection of the Vehicle:

The vehicle will be test checked for recording its average kmpl of fuel before the vehicle is put on operation. The acceptance of the vehicle supplied will be subjected to satisfaction of authorities as mentioned in Para 12 above. The tenderer will be held responsible for any bad quality of vehicle/not as per terms & conditions and he/she should have to replace such vehicle with proper vehicle within three days of receipt of such intimation.

15. Right of Acceptance:

a. The O/o the Pr.CCA, Kolkata reserves all rights to reject any tender including of those tenderers 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 of the O/o the Pr.CCA, Kolkata in this regard is final and binding.

b. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the renderer's quotation.

16. Time Schedule for Commencement of Work: The work must be commenced within a period of 10 days from the date of award of work.

17. Security Deposit:

a. The successful tenderer will have to deposit a performance security (security deposit) for **an amount of 5% (Five percent) of the value of the contract** in the form of a Bank Guarantee for the validity period of 15 months or Demand Draft in favour of "**Accounts Officer, O/o Pr.CCA , Kolkata", payable at Kolkata**. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.

b. The Security Deposit can be forfeited, wholly or partly, by order of the purchaser in the event of any breach or negligence or non–observance of any 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 security deposit as may be considered by the Department of Telecom 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.

c. The final work order will be issued only after the production of the performance security bond and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

d. A letter of intent (LOI) will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond as mentioned above, within 14 (fourteen) days from the issue of the letter of intent, from scheduled bank as per the format at Section-IX.

18. Breach of Terms and Conditions: In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the Pr. CCA, Kolkata in that event and the security deposit shall also stand forfeited.

19. Sub letting of Work: The firm shall not assign or sub let the work or any part of it to any other person or party without having first obtained permission in writing of the Pr. CCA, Kolkata, which he will be at liberty to refuse if he thinks fit.

20. Terms of payment:

a. Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

b. The contractor shall submit the monthly bill 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.

c. All payments shall be made by e-payment or account payee cheque only.

d. The purchaser shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned elsewhere in this tender.

e. 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.

f. Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

21. Period of Contract/Extension: The contract will remain valid for one year unless terminated earlier by the O/o the Pr.CCA, Kolkata. The period of contract can be extended for a further period of up to one year at the discretion of the O/o the Pr.CCA, Kolkata at same rates and terms and conditions. After expiry of the extended period, the contract will automatically come to an end and no separate notice will be given.

22. Termination of Contract: The Pr. CCA, Kolkata, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

a. If the Service Provider fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by purchaser.

b. If the Service Provider fails to perform any other obligation (s) under the General & special conditions of the contract.

c. The Pr. CCA, Kolkata may, without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Pr. CCA, Kolkata.

23. Agreement: If the bid given by the contractor is approved, the contractor will be asked to enter an agreement initially for a period of one year, further extendable subject to above paragraph. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Section-VIII. Final format of agreement shall be issued by O/o the Pr.CCA, Kolkata, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

24. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration O/o the Pr.CCA, Kolkata, Department of Telecommunications, Ministry of Communications, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Kolkata and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

25. Set Off: Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.

26. 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 the purchaser 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.

SECTION – IV
(Instructions to Bidders)

1. Eligibility: Documentary evidence for the under mentioned items should be submitted along with the bid:

i. The bidder should own or hold on lease minimum of 2 vehicles of model **not older than year 2016,** vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.

ii. The vehicle should be registered as a commercial vehicle and the model **not older than year 2016**. Compulsory Inspection, of the condition of the vehicles to be supplied by the lowest bidder, shall be carried out by the dept. The lowest bidder shall parade the vehicle at the place, to be decided by the department for inspection. If the dept. is satisfied with the condition of the vehicles, only then, purchase order shall be awarded to the lowest bidder.

iii. The bidder should own at least two vehicles in his name and should have proof of ownership in case of own vehicle or in case of lease hold vehicles, a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from 1st Class Magistrate will have to be submitted.

iv. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for **minimum two years within the period of last five years**.

v. The bidder must have a valid Trade license.

vi. The bidder must have registration for **GST.**

2. Services to be provided:

i. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in West Bengal State.

ii. Period of contracts: Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The department may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of up to one year at the discretion of the O/o the Pr.CCA, Kolkata. The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

iii. Normal Duty Hrs: Ten hours per day on all days of month from Monday to Friday. However, service will have to be provided by the contractor on any other day according to the requirement of the office on prior intimation by the office & intimation over the phone is to be deemed sufficient.

iv. There shall be no minimum mileage per day for vehicles on monthly basis. Extra hours shall be over and above 10 hours per day (**normal day shall be from 09.00 hrs to 19.00 hrs**.) and Extra mileage will be over and above 1200 Km. in a month.

v. Quantity: Estimated number of vehicles is two vehicles (AC) as mentioned above. However the actual quantity ordered will depend on the requirement from time to time. **The Pr. CCA, Kolkata reserves the right to increase or decrease the required quantity (AC or Non-AC) without any change in the hiring charges of the offered quantity and other terms and conditions.**

vi. Reporting place: Any place within the territorial jurisdiction of O/o the Pr.CCA, Kolkata. The user of the vehicle shall specify actual place of reporting.

vii. Notice period: For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.

viii. Calculation of distance: From garage to garage but chargeable distance in this respect shall not be more than 5 km. in each way.

ix.Accuracy of the meters: The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

x. Penalties:

a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.500/= will be imposed on each occasion, in addition to the pro-rata deduction of rental in the monthly bill.

b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:

1) If vehicles is accepted after delayed reporting, a penalty of Rs.200/=will be imposed for that day.

2) If the vehicle is not accepted, a penalty as per clause a) above will be imposed.

3) In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.

4) Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs.500/= will be imposed on each occasion.

xi. Special requirements:

a) Intending bidder must have a telephone number (Landline & Mobile) where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time. Failure to provide a working mobile connection to the driver will entail a penalty of Rs.200/- per occasion.

b) Payment of any government Tax/Duty in respect of the hired vehicle will be the liability of the contractor.

c) Parking and toll charges, if any, may be claimed by producing the original parking/toll slips.

d) Any changes in the vehicle/driver should be informed one day before the day of such changes.

3. Amendment to tender document:

a) At any time, prior to the date of submission of bid, the Pr. CCA, Kolkata may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

b) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the Pr. CCA, Kolkata or hirer in writing. The Pr. CCA, Kolkata shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

4. Special conditions of contracts:

a) In case the Government of India subsequently declares the date fixed for the opening of the bid as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

b) The liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor, the hiring authority has no responsibility and will not entertain any claim in this regard under the provision of the law.

c) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such Laws on regulation shall be deemed to be breach of this contract.

d) All the vehicles sent for the duty on emergency / temporary basis to run for more than two days should be in a technically (from inside as well as outside) sound condition, failing which the penalty of Rs.3000/- will be imposed on each occasion per vehicle.

e) The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Cars to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.

f) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned. Supplier will not be allowed more than two changes in a month. Copy of driving license of the driver(s) has to be deposited with the office.

g) There should be proper (Design will be given by this office) name-plate in the vehicle. The same should be put in place within seven days from the start of contract period, failing which penalty of Rs.100/- per day will be imposed.

h) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor's liability.

i) In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of lease hold vehicles, a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles.

j) Control of the Vehicles:

i. Two vehicles (AC) shall be supplied to the O/o the Pr.CCA, Kolkata, accordingly letter of Intent/work order for these vehicles shall be issued by O/o the Pr.CCA, Kolkata, and other rights & liabilities (during the currency of the contract), as per the agreement to be signed with the successful bidder, will be with O/o the Pr.CCA, Kolkata only for these vehicles.

ii. Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of O/o the Pr.CCA, Kolkata for the vehicles under their control. In case of any deficiency, O/o the Pr.CCA, Kolkata may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles.

iii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by O/o the Pr.CCA, Kolkata for the vehicles under their control. If decided so, penalties shall also be levied by the O/o the Pr.CCA, Kolkata for the vehicles under their control.

iv. O/o the Pr.CCA, Kolkata will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 23 of Section-III, extension of contract as per clause 20 of Section-III, and custodian of performance security deposit.

k) In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.

l) No hike in rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle during the contract period.

m) The Pr. CCA, Kolkata reserves the right to counter offer price against the price quoted by the contractor.

5. Payment terms: Payment will be made by way of account payee cheque or e-payment against the submission of monthly bills (in triplicate) with duty slips duly signed by the user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

6. Rate of hire charges:

a) Rates quoted should be inclusive of all taxes and duties. GST will be paid extra as per prevailing rates.

b) Duty hours will be calculated on the basis of 'from reporting time' to releasing time on each day by the user.

c) Calculation of distance: From garage to garage, but chargeable distance in this respect shall not be more than 5 km. in each way.

d) The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays.

e) Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.

7. The bid of the intending bidders should contain the following documents:

a) One copy of the tender document. Each page must be signed by the proprietor / Authorized Signatory along with the company seal.

b) Rate schedule as per Section-V, duly signed &sealed.

c) Duly filled, signed & Stamped Bidder's Profile(Section-II)

d) Documentary evidence for all the items at Section-III.

e) Receipt of the submitted EMD.

f) Certificate as per the Section-IX &X

g) Tender Compliance Sheet as per Section-XI

8. The bidder should give a certificate as given in Section-IX that none of his/her near relative is working in DoT. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DoT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of DoT. 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) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

Signature of the Bidder with Seal Name of the company:

Address:
Telephone no:
Enclosures as mentioned above.

SECTION – V
(Rate Schedule)

To

The CCA
O/o the Pr.CCA, Kolkata,
Department of Telecommunications,
Telephone House, 8, Hare Street, 2nd Floor,,
Kolkata- 700001

We have read and understood the tender for supply of registered commercial vehicles on hiring basis vide no. CCA/Kol/Tender (Vehicle)/2018-19 (2nd Call), dated 28/01/2019 and other documents issued by you; we hereby quote the rates (**inclusive of all taxes which will be as per prevailing rates**) as under for supply of registered commercial vehicles on hire basis as detailed below:-

Format for quoting rates for Vehicles on Monthly / Occasional Basis
(Rate must be quoted in the format only)

Part I: Vehicle on Monthly basis

Sl.	Vehicle	Monthly rate for 1200 Km	Rate/ Km beyond 1200 Km	Rate/ hr. beyond 10 hrs.
1.	Swift Dezire/SX4/Honda City (AC Diesel)	A1	B1	C1
2	Innova (AC Diesel)	A2	B2	C2

Part II: Vehicle on occasional basis

Sl.	Vehicle	Rate for 10 hr/100 km	Rate/ Km beyond 1200 Km	Rate/ hr. beyond 10 hrs.
1	Swift Dezire/SX4/Honda City (AC Diesel)	A3	B3	C3
2	Innova (AC Diesel)	A4	B4	C4

Part-III: Night Halt charges

Night charges for detention beyond 11 pm (within Kolkata & Urban Agglomeration of Kolkata)	N1
Night charges for out-satiation night halt	N2

Note:

1. All vehicles will be engaged for minimum 10 hrs/ duration. Reporting time of the vehicle **WILL BE RECKONED FROM 9.00 am EVERY DAY.**
2. In case of detention beyond 11 pm within Kolkata & Urban Agglomeration of Kolkata (U/A), nominal night charges will only be applicable. However, in case of night halt outside Kolkata & U/A of Kolkata night charges should cover food and lodging charges of the driver. No payment other than night charges will be paid on account of food and lodging.
3. There shall be no minimum mileage per day on monthly basis.
4. Extra mileage on monthly basis will be over and above 1200 Km.
5. Rates shall be all inclusive of all taxes and levies except service tax/GST.
6. Payment will be made on basis of total distance travelled or total time engaged, whichever is higher [from reporting time to release time + Garage in and Garage out (limit to 5 km in each case)]. In addition to the above, night charges or outstation halt charges, as applicable and admissible will be paid.
7. Conditional rate/offer by the contractor beyond columns mentioned above shall be rejected out rightly and the EMD shall be forfeited.
8. Parking and Toll charges will be reimbursed as per actual on production of valid proof of payment.
9. Evaluation Formula along with underlying assumptions given at Section- VI.

10. The assumptions given in Section VI are for calculation of composite price and has does not indicate actual usage.
11. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered and period of duty beyond office hours as per clause of Section-V of this tender.
12**.** Number of working days in a week may be increased by the Department any time and the supplier will have no extra claim for this.

[Signature]

Date
Seal of the bidder

SECTION – VI

EVALUATION FORMULA

EVALUATION FORMULA: The following evaluation formula shall be used to determine the lowest bid.

MONTHLY		**OCCASIONALLY**	
Swift Dezire/SX4/Honda City (Diesel-AC)	Innova (Diesel-AC)	Swift Dezire/SX4/Honda City (Diesel-AC)	Innova (Diesel-AC)
A1	A2	5*A3	4*A4
100*B1	100*B2	200*B3	400*B4
10*C1	10*C2	15*C3	50*C4

Monthly Basis: {[(A1+A2) + 100*(B1+B2) + 10*(C1+C2)]/2} + 2(N1+N2) = **X**

Occasional use: [(5*A3+200*B3+15*C3) + (4*A4+400*B4+50*C4) + 2*(N1+N2)]/2 =**Y**

Evaluation Criterion: **X + Y**

Assumption:

i. For monthly usage additional 100 Km, 10 hrs extra and 2 days duty beyond 11.00 pm.

ii. For occasional usage:

a. 5 days of engagement of Swift Dezire/SX4/ Honda City (10 hrs or 100 km), 200 km additional beyond 100 km/day and 15 extra hours beyond 10 hours/day.

b. 4 days of engagement of Innova (10hrs or 100km), 400 km additional beyond 100 km/day and 50 extra hours beyond 10 hours/day.

SECTION-VII

AGREEMENT

The agreement is made on the_____between the President of India (hereinafter called the Pr. CCA, Kolkata) acting through its authorized official _____and_____(hereinafter called the Service Provider whose term includes its successor and assignees), whose address is _____.The Service provider shall provide commercial vehicles on hire basis for the Pr. CCA, Kolkata for official use on the terms and conditions contained and the rates as mentioned .Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

1. The transporters shall during the period of contract that is to say from date of execution of agreement to_____ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than **year 2016 model**, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by O/o the Pr.CCA, Kolkata.

2. The Service Provider shall comply with all the terms and conditions of the Tender No: CCA/Kol/Tender (Vehicle)/2018-19 (2nd call) dated 28/01/2019, which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorized officers of O/o the Pr. CCA, Kolkata shall place orders (LoI) for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle 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.

4. The Contractor will provide vehicles to O/o the Pr.CCA, Kolkata not older than **year 2016** and registered for the commercial purpose only and duty, taxes; Insurance etc. due for such vehicle shall be liability of the contractor.

5. The Contractor shall submit bills to the O/o the Pr.CCA, Kolkata on monthly basis for release of payment for the vehicles supplied to them respectively.

6. The Driver or the vehicle shall be provided with the duty slips by the Contractor where date, time, Km. reading is to be filled and signed by the Service users/ O/o the Pr.CCA, Kolkata Officials. On the basis of these duty slips, the bill shall be raised to O/o the Pr.CCA, Kolkata by the contractor for the vehicles under their control.

7. Vehicles shall be supplied by the contractor with following rate (inclusive of all taxes & duties except Service Tax which will be paid extra as per prevailing rates).

Part I: Vehicle on Monthly basis

Sl.	Vehicle	Monthly rate for 1200 Km	Rate/ Km beyond 1200 Km	Rate/ hr. beyond 10 hrs.
1.	Swift Dezire/SX4/Honda City (AC Diesel)	A1	B1	C1
2	Innova (AC Diesel)	A2	B2	C2

Part II: Vehicle on occasional basis

Sl.	Vehicle	Rate for 10 hr/100 km	Rate/ Km beyond 1200 Km	Rate/ hr. beyond 10 hrs.
1	Swift Dezire/SX4/Honda City (AC Diesel)	A3	B3	C3
2	Innova (AC Diesel)	A4	B4	C4

Part-III: Night Halt charges

Night charges for detention beyond 11 pm (within Kolkata & Urban Agglomeration of Kolkata)	N1
Night charges for out-satiation night halt	N2

8. Duty hours will be calculated on the basis of the" from reporting time to releasing time "on each day by the user

.Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.

9. If the Contractor fails to provide the vehicle to O/o the Pr.CCA, Kolkata and if the service is not found satisfactory enough, the O/o the Pr.CCA, Kolkata shall have the right to terminate the contract in whole or part for the vehicles under their control.

10. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership of vehicle or in case of leasehold vehicles a copy of power of attorney /affidavit should be submitted within 7(seven) days of such change for the such changed vehicles.

11. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. O/o the Pr.CCA, Kolkata shall have no liability whatsoever.

12. The Tender document No.CCA/Kol/Tender (Vehicle)/2018-19(2nd Call), dated 28/01/2019, which is annexed to this agreement, is an integral part of this agreement.

13. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by Service provider(s), the O/o the Pr. CCA, Kolkata will not be liable for any loss, damage, etc. suffered /to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.

14. If for any reason the O/o the Pr.CCA, Kolkata is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor in writing by the O/o the Pr.CCA, Kolkata. The Contractor without raising any dispute on such assessment by the O/o the Pr.CCA, Kolkata 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 Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.

16. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration O/o the Pr.CCA, Kolkata, 2nd Floor, Telephone House, 8 Hare Street, Kolkata-700001, Department of Telecommunications, Ministry of Communications, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

17. If the contractor institutes any legal proceedings against the SERVICE USER (DoT) to enforce any of its rights under this agreement it shall be in the legal jurisdiction of the purchaser where the vehicles have been hired and not the place where the contractor has its registered office.

Signature on behalf of Pr. CCA, Kolkata	Signature on behalf of Contractor
Name:	Name:
Designation:	Designation:
Seal:	Seal:
Agreement signed in the presence of	
Witness1:	Witness1:
Signature:	Signature:
Name:	Name:
Witness2:	Witness2:
Signature:	Signature:
Name:	Name:

SECTION-VIII
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the President of India (hereinafter called the Pr. CCA, Kolkata) having agreed to exempt ----- _____(herein after called 'the said contractor/Service provider(s)) from the demand under the terms and conditions of an

Agreement /Advance Work Order No---------- dated _____ made between and _____for the supply of_____(hereinafter called "the said agreement"),of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for_____we, (name of the Bank)_____ (hereinafter refer to as "the bank") at the request of _____(Contractor) do here by undertake to pay to the Pr. CCA, Kolkata an amount not exceeding _____against any loss or damage caused to or suffered or would be caused to or suffered by purchaser by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank)_____do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the purchaser by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)'failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Pr. CCA, Kolkata in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding_____.

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

4. We (name of the bank)_____further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Pr. CCA, Kolkata under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till_____(office/Department) the Pr. CCA, Kolkata certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 months (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)_____further agree with the Pr. CCA, Kolkata that the **Pr. CCA, Kolkata** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Pr. CCA, Kolkata) against the said Service provider(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service provider(s) or for any forbearance, act or omission on the part of the Pr. CCA, Kolkata or any indulgence by the Pr. CCA, Kolkata 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 Contractor(s)/supplier(s)

7. We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Pr. CCA, Kolkata in writing.

Dated the_____day of_____

For _____

(Indicate the name of the bank)

SECTION-IX
NO NEAR RELATIVE CERTIFICATE

I,……S/o……..r/o hereby certify that **none** of my relative(s) as defined in the tender Document no ……..dated:……..is/are employed in Department of Telecommunication, Govt. of India, as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, the Pr. CCA, Kolkata shall have the absolute right to take any action as deemed fit/without any prior intimation tome.

Signature. . . . . .

Name (CAPITAL) . . . . . .

Position . . . . . .

Date . . . . . .

Seal/Stamp of the bidder……..

Section-X
UNDERTAKING

1. I,_____son/daughter/wife of Shri_____-Proprietor / Director/authorized signatory of the agency / firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the tenderer with stamp of the firm)

Date:

Place:

Section-XI
Tender Compliance Sheet (Technical Qualification)

Sl. No	Description	As per Section No	Whether complied (Yes/No)	Any Remarks
1.	Name of Tendering Company/ Firm / Agency(Attach **certificate of registration**)	Section-II		
2.	Name of the concern (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)	Section-II		
3.	**Full Address of Reg. Office** Telephone No. FAX No. : E-Mail Address :	Section-II		
4.	**Full address of Operating/Branch Office** Telephone No. : FAX No. : E-Mail Address :	Section-II		
5.	**PAN / GIR No** (Attach attested copy)	Section-II/IV		
6.	**Income Tax Returns of the latest year** (Attach attested copy)	Section-II/IV		
7.	**GST Registration No**. (Attach attested copy)	Section-II/IV		
8.	The Company / Firm / Agency should have at least **two years' experience** in the last 5 years in providing services of supplying vehicles to Central/State Govt. Organization/ PSUs etc. (Attach the relevant experience documents as per the format in the next page)	Section-II/IV		
9.	Details of the **cost of the bid document** of Rs 500/- DD No. : Date : Drawn on Bank :	Section-II/NIT		
10.	Details of the **EMD** of Rs 24000/- DD No. : Date : Drawn on Bank :	Section-II/III/IV		
11.	Bidder's profile (Technical)	Section-II		
12.	Rate Schedule (Commercial bid)	Section-V		
13.	Proof of the ownership (of at least two vehicles) or lease holding power of attorney, documents of the vehicles and proof of registration of the vehicles	Section-IV		
14.	No Near Relative Declaration	Section-IX		
15.	Undertaking	Section-X		
16.	Whether each page of tender and its annexures have been signed and stamped	Section-III		
17.	Additional information, if any (Attach separate sheet, if required)			