

Government of India
Ministry of Communications & Information Technology
Department of Telecom,
O/o The Pr. Controller of Communication Accounts,
Mumbai – 400 054
Phone : 022-2660 7036 Fax No: 022-2660 7037
E-mail Id:ccamumbai@gmail.com

No: -Pr.CCA/MH.Circle/T/Hiring of Pvt. Veh./2016/ dated at Mumbai -400 054 the 31 .05.2016

Notice Inviting e-Tender

Online e-Tenders under e-procurement are invited on behalf of the President of India for hiring of Three Nos. of vehicles (2 Nos. of A.C & 1 No. of Non A.C.) to work under this office. The vehicles should not be older than three year and not ran more than 30,000 kilometers with driver & fuel (Diesel or petrol) from prospective contractors owning not less than 2 vehicles. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions, applicable to the contract has been mentioned in Annexure I.

1. The supply is to be made strictly as per parameters/technical specifications given in part I of Annexure II. The terms and conditions specific to the contract have been mentioned in Part-II of Annexure II. The proforma for submission of tender has been given in Annexure III (for Technical Bid). The proforma of price bid is given in Annexure V (Financial Bid). The bidder should furnish a declaration regarding blacklisting / debar of his / her firm by any of the Establishment / Govt. Agency etc., as given in Annexure IV. The schedule of tender is given as under:

2. Schedule of e-tender:

e-Tender No.	No. Pr.CCA/MH.CIRCLE/T/Hiring of Pvt. Veh/ 2016/
Last Date and Time of online uploading and submission of Bids of e-tender	30.06.2016 till 1700 hrs.
Pre Bid meeting	08.06.2016 from 11.00 hrs. To 12.00 hrs.
Estimated cost of e-Tender	Rs.15,00,000/-(Rs. Fifteen Lacs only)
Last date of submission of queries	13 .06.2016 up to 12.00 hrs
Amount of Earnest Money Deposit	Rs. 30,000/- (Rs. Thirty Thousand Only)
Date & Time of Online Opening of Technical Bids	01.07.2016 at 11.00 hrs.
Cost of tender document	Rs. 500/-
Venue of Opening of e-Tender	Office of Pr.CCA. MH. Circle, Santacruz (W), Mumbai-400054.

3. The e-Tender Documents along with Terms and Conditions can be downloaded from the website <http://eprocure.gov.in/eprocure/app>. The fee of Rs. 500/- (Rs. Five Hundred only) towards the cost of e-tender form should be credited in this office in UCR and the scanned copy of the receipt must be uploaded as stipulated in 4.1 (i) of Annexure I of NIT and the Bids should be submitted as stipulated in Clause 5.2 of Annexure I of NIT. The payment of Rs.500/- towards tender documents is not exempted to any category of bidder.

4. No manual tenders shall be accepted.
5. All the documents in support of eligibility criteria are also to be uploaded along with Technical Bid. The Tenderers are advised in their own interest to upload the scanned copies of the desired papers/documents with their bids failing which their bids may be declared non responsive.
6. The foremost requirement of participation in e-Tender is to have a digital signature. For assistance, you may contact - **022-2660 7542**.
7. O/o.Pr.CCA Maharashtra Circle reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the tender Documents without assigning any reason thereof. Any enquiry, after uploading of the bid shall not be entertained. In case of withdrawal of bid, the EMD will stand forfeited.
8. The Terms and Conditions of the tender are enclosed (PDF format) and the price (commercial bid) in BOQ (Bill of Quantity) format.
9. Complete tender documents may be downloaded from the website of Central Public Procurement Portal <http://eprocure.gov.in> and also from DOT portal www.dot.gov.in. Information on issue of corrigendum related to this tender will also be available on website of CPP as well as on the departmental website.
10. The tenders completed in all respect must be received in this office before date and time indicated in the schedule of tender in Para 2 above through online. The tenders received after the scheduled date and time will be rejected outright.

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**Dy. Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai-400 054.**

DEPARTMENT OF TELECOM
O/o Pr. Controller of Communication Accounts, Santacruz(W) Mumbai-400054

ANNEXURE –I

GENERAL TERMS AND CONDITIONS

Note: The employees of Department of Telecom and their near relatives are not entitled to participate in this tender- See Para 5 below.

Sub: Notice Inviting e-Tender for hiring of Three Nos. of vehicles (2 Nos. of A.C. & 1 No. of Non A.C.) Vehicles to work under this office. The vehicles should not be older than three years and not ran more than 30,000 kilometers, along with driver & fuel from prospective contractors owning not less than 2 vehicles.

1. Parties :

The parties to the contract are the company/firm (the tenderer to whom the work shall be awarded) and the Government of India through the O/o Pr.CCA for and on behalf of the President of India.

2. Eligibility:

1. The word “company” here includes registered company, partnership firm or proprietary concern which has been incorporated before 5 year or more from the date of publication of this tender.
2. The applicant company/firm should have supplied such type of vehicles during last two years i.e. during financial year 2014-15 and 2015-16 to any other Govt. organizations of Central/State Govt. or Public Undertaking.
3. The applicant company should furnish its standing goodwill through certificate from its clients of whom supply of vehicle to be required, have been provided in the past.
4. Photocopy of all valid & current documents of any 2 vehicles (comparable to the vehicles for which tender is called except the condition of Kms and age), be submitted along with the tender. The bidder should submit assurance in writing that they own more than 2 vehicles and they will provide (within 45 days of acceptance of tender) all required valid documents of the 3 tendered vehicles (to be supplied) if tender is awarded to their firm.

3. 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 or speed post to the O/o Pr. CCA. The contractor shall be solely responsible for the consequences of any omissions /error to notify the change of address in the aforesaid manner.

4. **Earnest Money :**

4.1 Earnest Money of Rs. 30,000/-(Rs. Thirty Thousand Only) may be accepted in the form of following instruments:

(i) By depositing cash under “Unclassified Receipts” (UCR) in this Office and UCR Receipt in original in form ACG 67 provided by the this office in token of having received the amount should be submitted **electronically** along with the e-tenders.

(ii) Bank Draft or Pay Order payable to and in favor of “**CAO Cash, O/o Pr.CCA, Mh.Circle, Mumbai-400054.**”

4.1.1 **The scanned copies of Receipts for EMD and cost of e-Tender document must be uploaded accordingly and original UCR Receipt or any other accepted instrument should be sent in sealed envelope to the Dy. Controller of Communication Accounts, O/o Pr.CCA, 'C' Wing, 3rd floor, Admn. Bldg., Telecom Complex, Santacruz (W), Mumbai-400054 strictly before the date & time of closing of the uploading of the Bids. It can be sent by speed post or registered post and it can also be handed over in person to the above address. If the original UCR Receipt or any other accepted instrument not received by the due date, the Bid will be rejected.**

4.2 No request for transfer of any previous deposit of bid or performance securities or payment of any pending bill held by the Department in respect of any previous work will be entertained.

4.3 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 stipulation made herein or backs out after quoting the rates, the aforesaid amount of Earnest Money *will be forfeited by the Government.*

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

4.5 Earnest Money Deposit will be forfeited if the successful tenderer failed to furnish the Security Deposit in stipulated period.

4.6 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.

4.7 **Earnest Money would be refunded to the unsuccessful Tenderers/bidders without interest after the finalization of the tender process.**

5. **Preparation and Uploading of e-Tender :**

5.1 **Preparation of Bids:**

5.1.1 Bidder should take into account any corrigendum published on the tender document before uploading their bids.

- 5.1.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and contents of each of the document that need to be uploaded. Any deviations from these may lead to rejection of bid.
- 5.1.3. Bidder in advance, should get ready the bid documents to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 5.1.4. To avoid the time and effort required in uploading the same set of standard documents which are to be submitted as a part of every bid, a provision of uploading such standard documents (eg. PAN card copy, Annual Reports, Auditors certificate etc.) has been provided to the bidders. Bidders can use “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.2 Submission of Bids:

- 5.2.1 Bidder should log into the website of Central Public Procurement Portal (<http://eprocure.gov.in>) well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2.2. The bidder has to digitally sign and upload all the required bid documents one by one as indicated in the tender document.
- 5.2.3. Bidder has to select the payment option as “**offline**” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 5.2.4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the UCR issued by this office, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5.2.5. A standard BOQ (Bill of Quantity) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5.2.6 The server time (which is displayed on the bidder’s dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.

- 5.2.7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
- 5.2.8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

The employees of Department of Telecom and their near relatives are not entitled to participate in this tender. If it is noticed at a later date that this condition is violated, the agreement in consequence of this tender is liable to be cancelled forthwith apart from legal action.

6. **Signing of Tender :**

Signature should be done electronically as per e procurement system.

An individual signing the tender or other documents connected with a contract must specify whether he signs as:-

- (a) A “Sole Proprietor” of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration dispute concerning the business of the partnership either by virtue of the valid partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or Principal Officer duly authorized by the Board of Directors of the company, if it is a company.
- (d) 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 a general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (e) In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all the partners of the firm must sign the tender and all other related documents.
- (f) A person signing the tender form or any other documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, competent authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (g) The tenderer **should sign and affix his/ her firm’s stamp on each page of the tender and all its Annexures** as the acceptance of the offer. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS NOTICE INVITING TENDER.**

7. **Technical Bid** :

The documents as mentioned in Part-II of Annexure-III should be uploaded along with the technical bid. All documents of technical bid should be submitted electronically in PDF format.

8. **Commercial Bid;**

- 8.1 The Commercial Bid should be submitted in BOQ file given in CPP Portal.
- 8.2 **The Commercial Bids of the Tenderer short-listed after evaluation of technical bids will be opened on a specified date and time to be intimated to the respective tenderer.**
- 8.3 A duly constituted Tender Evaluation Committee (TEC) will evaluate the Technical bids and Commercial Bids.
- 8.4 The commercial bid of the tenderer whose technical bid is disqualified by the Tender Evaluation Committee will not be opened.
- 8.5 The price inclusive of all taxes and levies should be quoted in words and figures. The Price/Taxes quoted shall be firm and final. **It is further to mention that all taxes /levies of respective States shall be borne by tenderer.** Further, the price should include all charges.
- 8.6 **The rate i.e. the tender once accepted will remain valid for a period of One year from the date of its acceptance by the competent authority & the tenderer will be bound to execute the order as & when placed on them during the period of validity/ currency and the Govt. Department will not be liable to increase the rate during this period of currency of contract except as mentioned vide clause No. 17 of Part-II of Annexure-II. Also the Pr. CCA reserves the right to increase the number of vehicles at any time during tender period according to the requirement at the same approved rates and terms and conditions throughout the tender period.**
- 8.7 Terms of payment as stated in Tender Document shall be final.
- 8.8 At the time of payment, Income Tax if any shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment.
- 8.9 No terms and conditions should be entered by the Tenderer along with commercial bid.
- 8.10 Any conditional bid will not be entertained.

9. **Validity of Bid** :

The commercial bid shall be valid for a period of one year from the date of acceptance of offer.

10. Opening of the e-Tender :

The tenderer is at liberty to either present him/her or authorize not more than one representative to be present at the time of opening of the tender. The representative attending on behalf of the tenderer should bring with him/her a letter of authority from the tenderer and proof of identification. On the date and time indicated in the "Schedule of Tender", Technical bids will be opened first and only Commercial Bids of the Tenderer short-listed after evaluation of technical bids will be opened on a specified date and time to be intimated to the respective Tenderer.

11. Criterion for Evaluation of Tenders :

- 11.1 The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Part-I of Annexure – III & documents uploaded as per Part-II of Annexure-III and also fulfillment of all eligibility conditions mentioned at para 2 of Annexure-I.
- 11.2 The Commercial Bid of such firms found valid based on technical parameters, as per Part-I and II of Annexure – III, will be opened either on the same day or on the date, time and venue to be announced after opening of the Technical Bid. **Evaluation of Commercial Bids will be based on total value including all taxes quoted for hiring of vehicles.**
- 11.3 It must be kept in view that the views expressed by Tender Evaluation Committee during the course of meeting shall not be binding and Department shall not be responsible for such views.
- 11.4 The award of contract will be further subject to any specific terms and conditions of the contract given in Part II of Annexure – II of this NIT.

12. Quality of Vehicle :

Decision of the Pr.CCA MH. Circle, Mumbai, regarding the quality of vehicle supplied by the tenderer will be final and binding on all tenderers. The model of the vehicles should be new or not older than 36 months and the vehicle should be in good running condition. The vehicles should have valid permit issued by RTA Maharashtra. If the approved contractor did not supply vehicles as per above conditions, his contract will be terminated by forfeiting the security deposit.

13. Right of acceptance :

- 13.1 The Pr.CCA, MH. Circle, Mumbai, 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 Pr.CCA MH. Circle, Mumbai, in this regard is final and binding.
- 13.2 Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

14. Communication of Acceptance :

Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

15. Time Schedule for completion of work :

15.1 The vehicles will be provided by the contractor within 30 days from the date of acceptance of tender contract by completing the formalities of tender such as furnishing Security Deposit & execution of agreement as per tender condition.

15.2 The same vehicle for which work is awarded should be made available throughout the tender period. If any vehicle is withdrawn due to repair or any other reason the same should be replaced by a suitable vehicle without any loss of time with the consent of the controlling officer.

16. Inspection of Vehicle Supplied :

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.

17. Security Deposit :

17.1 The successful tenderer will have to deposit a sum equal to 10% of the total value of the tender as Security Deposit irrespective of their registration status in any post office in the form of UCR in favor of the Department of Telecom within 7 days from the date of receipt of letter of acceptance from this office and produce the receipt in original. The Security Deposit may be furnished in the form of Demand Draft in favor of **C.A.O.(Cash),O/o Pr.CCA.,MH.Circle,Mumbai-400 054** or Fixed Deposit Receipt in the prescribed format from commercial Bank duly pledged to the President of India through **Pr.CCA, MH. Circle Mumbai with validity of ONE year** and to be submitted to this office for safe custody or the bank guarantee which should be equal to the amount of security deposit and for the period extending at least six months beyond the date of completion of contract.

17.2 The Security Deposit can be forfeited by order of the **Pr.CCA. , MH. Circle Mumbai** 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 **Pr.CCA, MH Circle, Mumbai** 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.

17.3 The Security Deposit will not be adjusted against any payment due to the firm from O/o **Pr.CCA MH. Circle Mumbai**. Failure to pay the Security Deposit within stipulated time will entail forfeiture of the EMD to the Government and the contract shall be awarded to any other bidder.

- 17.4 If the contractor fails or neglects to observe or performs any of this obligations under the contract, it shall be lawful for the Pr.CCA., MH.Circle, Mumbai to forfeit either in whole or in part in his absolute discretion the security deposit furnished by the company and get the work carried out at the risk & expense of the contractor. Save as aforesaid, if the contractor duly perform and complete the contract in all respects, the security deposit will be refunded to the contractor after deducting all costs and other expenses that the Government may have incurred and all dues and other money included, all losses and damages, which the Government is entitled to recover from the contractor.
- 17.5 The security deposit shall be refunded after the expiry of the tender period and after the final settlement of the last bill.

18. Penalty:

In the event of contractor failing to:

- (1) Observe or perform any of the conditions of the work as set out herein; or
- (2) Execute the work in good and workmen like manner and to the Satisfaction of the officers nominated for the purpose and by the time Fixed by the O/o **Pr.CCA MH Circle Mumbai**
 - (a) It shall be lawful for the **Pr.CCA MH Circle Mumbai** in its discretion in the former event to remove or withhold any part of the work until such time as he may be satisfied that the contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any work executed otherwise than in a good and workman-like manner to the satisfaction of the officers nominated for the purpose by the time fixed by the **Pr.CCA MH Circle, Mumbai** and in both or either of the events aforesaid to make such arrangement as he may think fit for further supply of vehicle at the risk of the contractor.
 - (b) Provided further that if in either event any excess cost be incurred by reason of the difference between the amount paid and the accepted rates, **Pr.CCA MH Circle Mumbai** may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him/her to be paid within seven days to the credit of the O/o **Pr.CCA., MH. Circle Mumbai**
 - (c) The powers of the **Pr.CCA MH, Circle Mumbai** under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in the respective authority placing the order as herein provided for forfeiture of deposit mentioned under clause 17 above.
- (3)The vehicles shall be utilized normally between 9.00 AM and 7.00 PM for duty and this period can be extended if necessary. In case of delay exceeding one hour for reporting for duty by the driver, a penalty of Rs. 200/- per day/per hour will be deducted from the bill.

(4) If the vehicle is not supplied on any day, a proportionate deduction will be made from the monthly bill (i.e. 1/30 of the amount per month will be deducted for each day of absence). Apart from that a sum of Rs.500/- per day will be deducted from the monthly bill and if it exceeds 5 days then the contract will be liable for termination with the forfeiture of security deposit.

19. Natural calamity , Strike, etc.:

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the contractor causing stoppage of his work, whereby the service may be suspended resulting in undue delay without penalty, **Pr.CCA., MH. Circle Mumbai** shall have the power during such stoppage to get the work done elsewhere, without charging the contractor. No obligation will rest on the **Pr.CCA. MH. Circle Mumbai** to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every help for satisfactory and timely supply of vehicle.

20. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against the firm or in the case of a company, the passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of firm failing to comply with any of the conditions herein specified, the **Pr.CCA, MH.Circle Mumbai** shall have the power to terminate the contract without previous notice.

21. Breach of Terms And Conditions :

In case of breach of any of terms and conditions of tender, the **Pr.CCA, MH. Circle Mumbai** will have the right to call explanation of the firm by issuing show cause notice. In case of non satisfactory reply, the **Pr.CCA, MH. Circle Mumbai** will have rights to cancel the order without assigning any reason thereof and nothing will be payable by this office in that event and the Security deposit shall also stand forfeited besides blacklisting the firm.

22. Subletting of work :

The contractor shall not assign or sublet the work or subcontract or any part of it to any other person or party without having first obtained permission in writing of the Pr.CCA, Maharashtra Circle for which he will be at liberty to refuse if he thinks fit.

23. Right to call upon information regarding status of work :

The **Pr.CCA MH. Circle Mumbai** will have the right to call upon information regarding status of work at any point of time.

24. Precautionary measures :

24.1 While observing the economy in costs in his own interest the contractor must be careful that quality and cleanliness of the work is maintained as well as time scheduled prescribed etc should not be disturbed.

24.2 The contractor must take every care to see that the work or any portion thereof, does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no work should be made over by the contractor or any of his staff members to any person other than the person(s) authorized by the O/o **Pr.CCA MH. Circle Mumbai.**

25. Non- transferable :

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

26. The present requirement of the vehicles is mentioned in Part-I of Annexure-II.

27. Bidder or any of their servants or agents participating in the tender process shall represent, warrant and covenant that they have given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment or other things of value to any official in connection with this contract and shall acknowledge that the giving of any such payments, gifts, entertainment or other things of value is strictly in violation of accepted norms of ethics and may result in disqualification of their bids and/or cancellation of the contract.

28. Every bidder shall unconditionally accept the condition contained herein this tender. Affixation of the signature of the bidder on every page of the bid documents at the time of submission shall be the conclusive evidence of acceptance of the conditions stipulated. The bid of any bidder who does not accept any of these conditions shall not be considered.

29. Terms of payment :

29.1 No 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.

29.2 The monthly bills shall be preferred on serially machine numbered printed forms. The bills in triplicate should be submitted along with an advance stamped receipt and a copy of the log sheets for the distance covered to the unit officer concerned for processing the payment. Necessary deductions towards income tax and surcharge shall be made from the bills at the time of payment as per the rules in existence at that time. No payment will be effected on Xerox Copies or triplicate/quadruplicate computerized copies.

29.3 All receipts for payment should be signed by the contractor himself.

29.4 The payment will be made only through crossed cheque.

29.5 Pr.CCA, MH.Circle, Mumbai shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned.

29.6 The term “payment” mentioned in this para 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.

30. Compliance with Laws :

During the performance of the work, the successive contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The successive contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the supply specified in the contract documents.

31. Arbitration:

If any differences arise concerning this Agreement, its interpretation or the payment to be made there under, the same shall be settled under mutual consultations. 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 Pr.Controller of Communication Accounts, MH.Circle, and Mumbai. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Headquarters of respective circle i.e. Mumbai 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.

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**Dy.Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai-400054**

DEPARTMENT OF TELECOM

% The Pr.Controller of Communication Accounts,MH.Circle,Mumbai-400054**Part I of ANNEXURE –II**

Sub: Notice Inviting e-Tender for hiring of Three Nos. of vehicles(2 Nos. of A/C & 1 No.of Non A/C) to work under this office. The vehicles should be new or not older than Three years and not ran more than 30,000 kilometers with driver & fuel from prospective contractors owning not less than 2 vehicles.

Specifications

The Pr.CCA MH Circle, Mumbai-400054 proposes to hire vehicles with driver & fuel to work under O/o Pr.CCA, MH.Circle, Mumbai as per specification given below.

Sl. No.	Description of Work	Type of vehicles	Quantity
01.	Hiring of vehicles with driver and fuel to work under O/o Pr.CCA, MH.Circle,Mumbai	2 Nos. of A/C & 1 No. of Non A/C. New or not older than Three years & not ran more than 30,000 kilometers	3 Nos.

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**Dy.Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai-400054**

Specific terms and conditions for supply of vehicles

1. The model of the vehicles should be new or not older than 36 months (NOT registered prior to July 2013) and the vehicle should be in good running condition. The vehicle should not have run for more than 30000 Kms. The vehicles should have valid permit for commercial use issued by RTA Maharashtra.
2. The supplier during period of contract should ensure timely supply of vehicles as per terms & conditions of contract.
3. The vehicles will be provided by the contractor within 30 days from the date of acceptance of tender contract by completing the formalities of tender such as furnishing Security Deposit & execution of agreement as per tender condition.
4. (i) RC (of commercial use)book should always be available in the vehicles.
(ii) Insurance and permit should be up to date and shall be renewed as and when it falls due and should be produced on demand to the controlling officers.
(iii) The vehicles should be kept properly serviced and excellently maintained at all times.
(iv) The same vehicle for which work is awarded should be made available throughout the tender period. If any vehicle is withdrawn due to repair or any other reason the same should be replaced by a suitable vehicle without any loss of time with the consent of the controlling officer.
(v) **Ivory White or White coloured vehicle should be provided.**
(vi) The color of uniform for driver as per choice of department (i.e. Pr.CCA, MH.Circle, Mumbai).
(vii) The driver should be at least SSC and able to read and write and should have commercial badge license to drive vehicle.
(viii) The driver should be of good character and should not have any criminal record. Police verification certificate of the driver must be possessed by the tenderer.
(ix) The driver should preferably be a teetotaler/non-smoker.
(x) The driver should be well conversant with Mumbai, Maharashtra and Goa.
5. The driver once deputed should not be changed but for strong and valid reasons with prior permission or if so desired by Pr.CCA,MH.Circle, Mumbai.
6. The maintenance of the vehicles, renewal of license, permit, and insurance shall rest with the tenderers only. The tenderer should submit one Xerox copy of the permit, insurance and Registration certificate along with originals at the time of executing the agreement.

7. The hired vehicles are to be provided solely at the risk and responsibility of the tenderer.
8. The hired vehicles have to move out in the entire Maharashtra Circle or in case of emergency outside also.
9. The controlling officer or his authorized representative shall control the movement of the vehicle. The vehicle shall have to run beyond the stipulated area in case of exigencies of service on demand.
10. Log Book records are to be maintained properly for the movement of the vehicles and a copy should be enclosed with the monthly bill duly certified by the controlling officer.
11. **A board indicating that the vehicle is 'ON HIRE WITH DEPARTMENT OF TELECOM' should be displayed when in use by the Officers of office of the Pr. Controller of Communication Accounts, Maharashtra Circle, Mumbai-400 054.**
12. The parking of the hired vehicles during night hours inside the office premises will be at the sole discretion of the building in charge concerned.
13. The contractor should insure the vehicle covering all items.

(sd)

**Dy. Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai-400054**

Part II of ANNEXURE-II

Terms and conditions specific to the contract

1. The Contractor, who desires any clarification about the vehicles to be supplied may consult Dy. Controller of Communication Accounts, O/o Pr.CCA., MH. Circle, 'C' Wing, 3rd floor, Admn. Bldg., Telecom Complex, Mumbai-400054 during specific hours from 10.00 hrs to 13.00 hrs. on any working day.
2. The contractor, supplying the similar type of vehicles to Govt. organizations, Central/State /PSU's would be preferred. The contractor may give the record of past experience in respect of vehicle supply made by him. The references should also be provided from respective institutes/ organizations for cross referencing.
3. Pr.CCA,MH.Circle, Mumbai reserves the right not to accept the lowest or reject any or all the tenders without assigning any reason at any stage. On all the matters relating to this tender the decision of the Pr.CCA,MH.Circle, Mumbai-400 054 will be final and binding.
4. The Pr.CCA,MH.Circle, Mumbai-reserves the right to award the tender to deserving parties either in full or part there and the decision of the Pr.CCA is final and unquestionable.
5. The Pr.CCA,MH.Circle, Mumbai reserves the right to disqualify such tenderers who have a record of not meeting contractual obligations against earlier contracts entered into with the Department of Telecom.
6. The Pr.CCA,MH.Circle, Mumbai reserves the right to blacklist a tenderer for a suitable period in case he/she fails to honour his/her tender without sufficient grounds.
7. The Pr.CCA,MH.Circle, Mumbai reserves the right to change the specification at any stage before the commencement of the said contract.
8. The Pr.CCA,MH.Circle, Mumbai reserves the right to allot the vehicle to the desired location as per requirement.
9. If any time during the execution of the contract the Pr.CCA,MH.Circle, Mumbai for any reason whatsoever , other than default on the part of the contractor for which the Department of Telecom is entitled to rescind the order, desires that the vehicle(s) specified in the tender is not required, the Department shall give a notice in writing within 10 days to the contractor to that effect and upon the receipt of such notice the contractor shall forthwith suspend or stop the supply of vehicle(s) as required therein. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any stoppage or curtailment in supply.
10. The Pr.CCA,MH.Circle, Mumbai reserves the right to assess the contractor capability and capacity to make supply through the contract period and also reserves the right to declare any contractor as incompetent during the period of contract at any time after adjudging the performance of the contractor. In event of failure of the supply the desired vehicle, the Pr.CCA,MH.Circle, Mumbai shall be at liberty to terminate the contract and forfeit the Security Deposit made by the contractor.

11. The Pr.CCA,MH.Circle, Mumbai reserves the right to extend or to curtail the period of contract or quantity, without assigning any reason.
12. The contract shall be terminated at any time during the period of contract without assigning any reason after serving a notice of 15 days.
13. The vehicles will be utilized on all days in the month including holidays/ Saturdays/ Sundays. The Pr.CCA,MH.Circle, Mumbai will have the right to request the vehicle on all days of the month.
14. If the service is not satisfactory, the Pr.CCA,MH.Circle, Mumbai has the right to terminate the tender by giving a notice of 15 days with the forfeiture of security deposit besides blacklisting.
15. The Pr.CCA,MH.Circle, Mumbai shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. The Pr.CCA,MH.Circle, Mumbai shall be free to take due action for the appointment of a new contractor including the period under notice and thereafter.
16. Local contact office with telephone should be available preferably at and responsible personnel should also be available at the local office.
17. Fuel to the provided vehicle/vehicles is to be provided by the tenderer and also the tenderer is solely responsible for day-to-day maintenance of the vehicle and repairing expenditure. Fuel charges increase or decrease will be considered as per Govt. approved company in proportionate ratio increases or decreases by the Govt. Company. PROVIDED ALWAYS that after six month from the date of awarding contract if at any time during the subsistence of this contract, the price of fuel (including local Government tax) prevailing at Mumbai on the first day of each calendar month in which this contract will be in force, be more or less than the price of fuel (including the local Government tax) prevailing at Mumbai on the first day of the month in which the notice inviting tender was issued (herein after referred to as the basic price) the remuneration payable for such month shall be increased or decreased as per the following formula :-

$$\text{Increase/decrease of rate per Km} = \frac{\text{Increase/decrease in fuel price per litre}}{\text{Average Kms per litre of particular vehicle}}$$

The vehicle will be test checked for recording its average kilometre per litre of fuel before the vehicle is put on schedule operation. However there will be no change in the rates of extra hours consequent upon increase/decrease in rates of fuel.

Tollgate fee and parking charges are to be paid by the tenderer only and it shall be reimbursed by department.

18. The period of contract shall be normally one year from the date of awarding of the Tender but can also be extended for a further period of one year or till such time a fresh tender is finalized whichever is earlier. No upward revision of rates will be permitted in any account during tender period except as mentioned vide clause No. 17 above.
19. Rates should be quoted for the vehicle on monthly basis for covering up to 1500 Kms with rent. Extra Kms, hours charges and night halt charges outside Mumbai should be mentioned separately.

Monthly payment will be made based on the slab of 1500 Kms during the month. The chargeable distance shall be from point to point basis starting from O/o Pr. CCA ,Mumbai.

20. The Kilometers unutilised in a month will be carried forward to next month. (For Example - if 500 Kms are balance in January against 1500 Kms, the vehicle can run for 2000 Kms. in February i.e. 1500 + 500 Kms. But if it runs for 1500 + 200 Kms only, remaining 300 Kms of January which could not be utilised in February will be carried forward for March . Billing will be @ 1500 Kms per month). Proportionate deduction will be made for the days on which vehicle is not utilised in a month.
21. The vehicle will be utilised for 10 hrs. in a day. The total applicable hours for a month are 250 hours. The payment of extra hours above applicable 250 hours in a month if any will be made in next month if not found adjustable in particular month.
22. In the case of successful tenderer the EMD shall be forfeited if the tenderer fails to pay the security deposit in time.
23. The security deposit will be forfeited if he/she is not able to supply the vehicles as demanded and if he/she fails to fulfill any of the terms and conditions of the tender.
24. The successful tenderer should execute an agreement in a stamped paper of appropriate value. No sub contract is allowed.
25. If the contractor duly performs and completes the contract in all respects, the security deposit WITHOUT INTEREST will be refunded to the contractor after deducting all costs and other expenses that the O/o Pr.CCA,MH.Circle, Mumbai may have incurred and all dues and other money including all losses and damages which the O/o Pr.CCA,MH.Circle, Mumbai is entitled to recover from the supplying company.

(Sd)

**Dy.Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai-400054**

DEPARTMENT OF TELECOM

% The Pr.Controller of Communication Accounts,MH.Circle,Mumbai-400054**Part –I of ANNEXURE –III (Technical Bid)****TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING
GENERAL PARTICULARS**

Sub: Notice Inviting e-Tender for hiring of Three Nos. of vehicles(2 Nos. of A.C. & 1 No. of Non A.C.) to work under this office. The vehicles should be new or not older than three year and not ran more than 30,000 kilometers with driver & fuel from prospective contractors owning not less than 2 vehicles.

1.	Name of the bidder/concern	:	
	a)Office Address of the bidder/concern	:	
	b)Control Room Address of the bidder/ concern	:	
2	Constitution of the bidder (i.e. Sole proprietor or partnership firm or a company or a Government Department or a Public Sector organization) [Specific Category to be mentioned and supporting documents to be uploaded] (In case of Partnership firm, if all partners have not signed the tender documents in each page, Power of Attorney or Partnership Deed should be uploaded)	:	
3	Year of incorporation of the bidder firm (Valid certificate of Registration of Firm/Concern to be uploaded) (Incorporation of firm should be more than 5 years old or more as on the date of publication of tender)	:	
4	Name and Residential address of the Managing Director / Partners/ Proprietor (as the case may be)	:	

5	Contact Details. Telephone No Mobile No Fax No e-mail id.	:	
6	EMD Particulars ACG-67 /UCR Receipt No. : Date : Amount : (Scanned copy of Receipt to be uploaded and original to be sent as stipulated)	:	
7	Credit particulars of cost of e- tender form ACG-67 /UCR Receipt No. : Date : Amount : (Scanned copy of Receipt to be uploaded and original to be sent as stipulated)	:	
8	VAT / Service tax registration No. (Copy to be uploaded)	:	
9	PAN/ GIR No. (Copy to be uploaded)	:	
10	Copies of the income tax filed for the Assessment year 2014-15 & 2015-16 to be uploaded	:	Uploaded/ Not Uploaded
11	Annual turnover during the previous two financial years i.e. 2014-15 & 2015- 16(Annual turnover should be more than 3 Lacs)	:	2014-15 : 2015-16 :
12	Copies of Annual Reports /Authenticated Balance Sheet and Profit And Loss Account for the financial year 2014-15 and 2015-16.	:	Uploaded/ Not Uploaded
13	Whether each page of Notice Inviting e- Tender and its Annexure have been digitally signed and stamped. (NIT with its all Annexure to be uploaded)	:	Uploaded/ Not Uploaded
14	A letter stating that all terms & conditions of contract are accepted	:	Uploaded/ Not Uploaded
15	Copies of RC Books, valid permit issued by RTA State of Maharashtra, valid insurance issued by Insurance authority for any 3 vehicles (comparable to the vehicles for which tender is called except condition of Kms and age) to be uploaded	:	Uploaded/Not uploaded
16	Assurance in writing from bidder that they own more than 2 vehicles and they will provide (within 30 days of acceptance of tender) all required valid documents of 3 tendered vehicles (to be supplied) if tender is	:	Uploaded/Not uploaded

	awarded to their firm.		
17	Make/model of the vehicle for which rates are quoted in BOQ (Annexure-IV) (Rates should be quoted for any single make/model only). Tenderer should here mention any one type of vehicle being offered. This is mandatory.	:	
18	Proof of supply of similar type of vehicles to other Government Departments, Central/State/PSUs during last two years i.e. during financial year 2014-15 and 2015-16	:	Uploaded/Not uploaded
19	Certificates from the clients to whom vehicles are supplied in the past	:	Uploaded/Not uploaded
20	Select list of Major Customers to be given on separate sheet.	:	Uploaded/Not uploaded
21	Whether undertaking with regards Black-listing of firm as per Annexure IV is uploaded.	:	Yes / No
22	Any other information important in the opinion of the tenderer.	:	

Note: Photocopies of the documents relating to the information furnished in serial no 3, 8, 9, 10 and 12 duly attested by Gazetted Officer / Notary Public should be uploaded.

Dated at

(Dated signature of tenderer with stamp of the Company)

UNDERTAKING

1. I/We _____ undertake that I/We have carefully studied all terms and conditions and understood the parameters of supplying the vehicles and shall abide by them.
2. I/We also undertake that I/We have understood Technical Specifications for supply of vehicle mentioned in the Tender No. **Pr.CCA/T/Hiring of Pvt. Veh/2016/ dtd. .05.2016** and shall supply vehicles strictly as per these Technical Specifications.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.
4. Adequate number of vehicles required to be supplied as per terms of tender are available with the firm.
5. The vehicles will be in good running conditions having valid documents as per terms specified in Annexure-II of NIT.
6. Supply of vehicles will be made as per the demand and at the place mentioned in work order with strict observance of time schedule.
7. The maintenance of the vehicles, renewal of license, permit, insurance shall rest with contractor only.
8. All laws regarding manufacturing, storing and transportation of material etc. shall be scrupulously followed.

Dated at

(Dated signature of the tenderer with stamp of the Company)

Part –II of ANNEXURE-III

Documents to be uploaded

1. Power of Attorney or Partnership Deed in case of Partnership firm, if all partners have not signed the tender documents in each page.
2. Copy of valid certificate of Registration of firm/company.
3. Scanned copies of receipts for EMD and cost of e-tender document.
4. Copy of Certificate of Registration for VAT/Service Tax.
5. Copy of PAN card.
6. Copies of Income Tax returns for the Assessment years 2014-15 & 2015-16 duly authenticated.
7. Copies of Annual Reports consisting of Balance sheet and Profit and Loss Account for the financial year 2014-15 and 2015-16 duly authenticated.
8. Digitally signed and stamped each page of NIT and its Annexure.
9. A letter stating that all terms and conditions of tender are accepted.
10. Copies of RC Books, valid permit issued by RTA State of Maharashtra, valid insurance issued by Insurance authority for any 3 vehicles (comparable to the vehicles for which tender is called except condition of Kms and age).
11. Assurance in writing from bidder that they own more than 2 vehicles and they will provide (within 45 days of acceptance of tender) all required valid documents of 3 tendered vehicles (to be supplied) if tender is awarded to their firm.
12. Proof of supply of similar type of vehicles to other Govt. Dept. – Central/State/PSUs during last two years i.e. 2014-15 and 2015-16.
13. Certificates from clients to whom vehicles are supplied in the past.
14. Select list of Major Customers.
15. Undertaking with regards Black-listing of firm as per Annexure-IV
16. Any other information important in the opinion of the Tenderer.

- Note:**
1. The documents mentioned at **serial 1 to 16 above are mandatory.**
 2. Tenders accompanied without any of the documents mentioned at Serial 1 to 16, except to the extent stated in Note 1 & 4 above will be rejected.

DEPARTMENT OF TELECOM

ANNEXURE-IV

(To be submitted along with the documents of Technical Bid)

UNDERTAKING

Date: _____

To,
The Dy. Controller of Communication Accounts,
O/o Pr.CCA, MH. Circle,
Mumbai – 400 054.

Ref : Tender No. PR.CCA/T/Hiring of Pvt. Veh/2016/

dated .05.2016.

Dear Sir,

I / We _____ hereby declare that while applying for the e-Tender under reference, our firm is not under the currency of blacklisting by any units of Department of Telecom, India.

Signature of Bidder : _____

Name : _____

Designation : _____

Place : _____

Date : _____

Seal : _____

DEPARTMENT OF TELECOM

% The Pr.Controller of Communication Accounts,MH.Circle,Mumbai-400054

ANNEXURE –V

FINANCIAL BID (BoQ)FORMAT

FORMAT FOR QUOTING RATES FOR HIRING OF LIGHT COMMERCIAL VEHICLES

(Bidder Name and Values have to be filled and uploaded online)

(This BOQ template as available in the online tender module must not be modified/replaced by the bidder, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only in the online module. In addition this format should be uploaded after filling the relevant columns)

Note 1: The rates quoted should be inclusive of statutory taxes as may be applicable except service tax which will be paid as applicable).

Note 2: Rates should be quoted for all the items, without exclusion of any item.

1.Non-AC Tata Indica, Maruti Suzuki Wagon R, Maruti Suzuki EECO, Maruti Suzuki Swift Dzire or equivalent.

Sl.No.	Description	Qty.	Rate	Total	Total amount in words
1.01	Monthly rate for 10 hours per day (for five working days in a week) upto 1500 KMs per month (R 1)	1			
1.02	Charges for Extra KM (over and above 1500 KMs per month) (R 2)	100			
1.03	Charges per hour in excess of 10 hours in a day (R 3)	10			
1.04	Outstation night halt charges per night (R4)	1			

1.AC Tata Indica / Maruti Suzuki SX4 Vxi / Hyundai Accent / Nissan sunny or or equivalent.

Sl.No.	Description	Qty.	Rate	Total	Total amount in words
2.01	Monthly rate for 10 hours per day (for five working days in a week) utp 1500 KMs per month (R 1)	2			
2.02	Charges for Extra KM (over and above 1500 KMs per month) (R 2)	100			
2.03	Charges per hour in excess of 10 hours in a day (R 3)	10			
2.04	Outstation night halt charges per night (R4)	1			
3.Hiring charges for occasional hiring of Non AC vehicles					
Sl.No.	Description	Qty.	Rate	Total	Total amount in words
3.01	For 4 hrs / 40 KMs	1			
3.02	Rate per extra KM	1			
3.03	For 8 hrs/80 KMs	1			
3.04	Rate per extra KM	1			
4.Hiring charges for occasional hiring of AC vehicles					
Sl.No.	Description	Qty.	Rate	Total	Total amount in words
4.01	For 4 hrs / 40 KMs	1			
4.02	Rate per extra KM	1			
4.03	For 8 hrs/80 KMs	1			
4.04	Rate per extra KM	1			

Certified that the above rates are inclusive of statutory taxes as may be applicable (except Service Tax which will be paid as applicable.)

Certified that I agree to all the terms & conditions of the tender document.
