



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Office of the Controller of Communication Accounts
Karnataka Telecom Circle
1st Floor, Amenity Block, Palace Road, Bengaluru – 560 001

Part (B)

Section - I

INSTRUCTIONS TO BIDDERS

Pre-Qualification Requirement for Bidders.

1. The bidders should furnish the under mentioned information in the 'proforma for technical bid' failing which their bids will not be considered.
 - a. Name of the firm, Address and Telephone Number
 - b. Name of the Contact Person, Telephone/Mobile Number
 - c. Name of the bank (With full address)
 - d. Bank Account Number
 - e. PAN No. (Photocopy of PAN Card is to be enclosed)
 - f. Service Tax Registration Number, where applicable. (Photocopy of Registration Certificate is to be enclosed)
 - g. Latest Income Tax assessment form issued by the IT Dept. is to be enclosed. If ITR is yet to be processed, then proof of filing of IT return for last previous year is to be enclosed.
2. The bidder should submit an affidavit (for proprietor firm) / copy of partnership deed (for partnership firm) / registration certificate of the firm (for Pvt. Ltd/Public Ltd Co).
3. The bidders should have at least one light commercial vehicle (as indicated in the NIEt) of model not older than 2014, Taxi registered in the name of proprietor / partners of the firm. Details of the vehicles are to be indicated in the proforma for technical bid.
4. The bidder should be able to supply required numbers of Taxi registered vehicles of model not older than 2014.
5. The bidder should enclose copy of registration certificate and valid comprehensive insurance cover for the vehicles in favour of proprietor/partners/firm as documentary evidence in support of each vehicle.
6. The bidder should submit a copy of the latest Service Tax return, if applicable.
7. The bidder should submit a copy of latest income tax assessment form issued by IT Dept. If ITR is yet to be processed, then proof of filing of IT return for last previous year is to be enclosed.
8. The near relatives of any employee working in the Department of Telecommunications / its subsidiaries either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as: (a) Members of a Hindu Undivided Family, (b) They are husband and wife, (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
9. The bidder should submit DD/banker's cheque towards EMD for the requisite amount. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids submitted online without submission of DD/banker's cheque offline as per para 7 of Part (A) of NIEt shall be rejected.
10. Details of vehicles are to be given in the format provided in Technical bid in Annexure II.

Section-II**TECHNICAL SPECIFICATIONS****1 General**

Department of Telecommunications requires AC / Non A.C. taxis for the official use of office of the CCA, Karnataka Circle, Bengaluru. It is therefore intended to enter into contract with taxi operator(s)/contractor(s) for a period of one year extendable for another one year with same terms and conditions with mutual consent for hiring of these cars on “as and when required” on monthly basis for working five days (Monday to Friday) in a week. The vehicles may also be occasionally used on Saturdays/Sundays based on the approved rates.

2 Scope of work

- 2.1 The contractor shall provide taxis as detailed in para 2 of Part (A) of NIT of models not older than 2014 as per requirement. Regular reporting will be as directed by the controlling officers within the jurisdiction of city of Bengaluru and suburbs as and when required on monthly basis for five days (Monday to Friday) in a week. However, the contractor has to arrange vehicles if required on Saturdays/Sundays on approved rates. The vehicle may also be used occasionally for journey to various stations of Karnataka outside Bengaluru.
- 2.2 To the extent possible, the contractor will have to make efforts to provide his own vehicle out of those whose Registration No. is indicated against column 10(ii) in Annexure II. In case the number of vehicles available with the contractor are not adequate or the contractor is not able to allot the vehicle indicated in the bid document under any specific unavoidable circumstances it is the responsibility of the contractor to make available adequate number of vehicles as per contract by other suitable arrangements at his end. But, the payment will be released with reference to the approved contract and rate.
- 2.3 The service provider must have a minimum of two years experience in supplying vehicles to Govt. Departments/PSUs/Banks etc., proof of at-least one of such contracts in the last two years along-with attested copy of supply order should be furnished enclosed to Technical bid in Annexure II.
- 2.4 The contractor will provide well-mannered drivers having knowledge of different routes, knowing minimum repairs of cars, having valid driving licenses and also having proper uniforms and name badge. The driver would also be equipped with Mobile phone for communication at the cost of the contractor.
- 2.5 The vehicle provided by the contractor must be in excellent running condition and have proper and complete documents, which should be shown to the user /officer incharge of the vehicle, if asked for. If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of vehicle, so rejected.
- 2.6 Normally, any change of Vehicle or driver on a regular basis shall be after written intimation to this office.
- 2.7 The drivers of the vehicle will maintain Log books. The entries in the log book must be got certified from the officer and deposit the same at the close of each month's duty with the officer in-charge, Department of Telecommunications.
- 2.8 The contractor will comply with all the statutory requirements like pollution, emission, noise etc.
- 2.9 Rate and price variation: The schedule of value (to be filled in by bidder) is enclosed in Annexure VI in Part (B) of NIT. In case of award of contract, the price shall remain firm for a period of one year from the date of award of the contract and extension thereof.

Section-III**GENERAL CONDITIONS OF CONTRACT****1. Definition of terms.**

- 1.1 Department or DoT means Office of the Controller of Communication Accounts, Karnataka Circle, Bengaluru 560001.
- 1.2 The bidder /tenderer means the firm/agency who participates in this tender and submits its bid.
- 1.3 Contractor/Agency/Firm means the bidder whose bid will be accepted by Department of Telecommunications and shall include such successful bidder, its legal representatives, successors.
- 1.4 EMD shall mean Earnest Money Deposit.
- 1.5 Security Deposit shall mean monetary guarantee furnished by the successful tenderer for due performance of the contract.

2.0 Receipt and opening of Tenders

- 2.1 Tenders uploaded online at <https://eprocure.gov.in/eprocure/app> will be opened on the date and time indicated in the NIT in the presence of tenderers / their authorized representatives – either of them should be present. In case of authorized representatives, they have to bring with them the letter of authority from the corresponding tenderer as per Annexure-VII of Part (B) of NIT.
- 2.2 If due date of opening of tender is declared to be a holiday subsequently, the tender would be opened on the next working day at the scheduled time.
- 2.3 Department of Telecommunications reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Department.

3.0 Preparation of Tender

- 3.1 The bidders are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender document.
- 3.2 All rates shall be written both in figures and in words. In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail.

4.0 Submission of Tenders

- 4.1 NIT (page 1 to 3 of Part (A)), Section I to V (page 1 to 14 of Part (B)) (along with scanned copy of DD or Banker's cheque towards Earnest Money Deposit) and duly filled in Annexure I, II, III & VIII (Page 15 to 17 & 24 of part (B)) with requisite enclosures should be uploaded as '**Technical Bid**' duly signed and stamped on each page for having accepted the General and Special Terms and Conditions.

Annexure VI (Financial Bid) (Page 21 & 22 of Part (B)) in excel format (BOQ) duly filled in and digitally signed is to be uploaded in the e-procurement portal as provided.

- 4.2 'Financial Bid' of those Agencies / firms who fulfil the terms & conditions as specified in Section I to IV of Part (B) of NIT who have submitted Annexure I, II, III & VIII thereof duly filled in & complete in all respects along with requisite documents will only be opened separately.

- 4.3 Only tenders complete in all respects and uploaded on or before the due date and time shall be considered.
- 4.4 Tenders should be submitted and signed by a duly authorized person giving full name of the firm with its current business address.
- 4.5 DoT reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- 4.6 DoT reserves the right to award the contract to one or more parties.
- 4.7 The tender shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- 4.8 The bidders should satisfy themselves before submission of the tender that they meet the qualifying criteria and capability as laid down in the tender documents.

5.0 Cost

- 5.1 Bidders are requested to quote firm price. No cost escalation will be accepted for the rates quoted.

6.0 Earnest Money Deposit

- 6.1 Bidders shall submit Earnest Money deposit as indicated in para 7 of Part (A) of NIT in the form of Demand Draft / banker's cheque in favour of "AO (Cash), office of the C.C.A. Karnataka Telecom Circle, Bengaluru". Tenders not accompanied with the DD/banker's cheque for the requisite amount of Earnest Money shall be rejected.
- 6.2 Earnest Money shall be forfeited in any of the following cases:
 - (i) if the tenderer withdraws or amends his tender or increases the rates after deadline for submission of the bid but before the validity of the quotation expires.
 - (ii) on refusal to enter into contract after award of contract.
 - (iii) on failure to furnish the required performance security or
 - (iv) if the work is not commenced on the date of starting the work after work is awarded to the contractor.
- 6.3 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

6.4 Preliminary evaluation

- 6.4.1 DoT shall evaluate the bids to determine that they are complete, required EMD has been furnished, the documents have been properly signed and the bids are generally in order.
- 6.4.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.
- 6.4.3 Prior to the detailed evaluation, the DoT will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The DoT's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 6.4.4 A bid determined as substantially non-responsive will be rejected by the DoT and shall not be considered subsequent to the opening of bids.
- 6.4.5 The DoT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 6.5 **Evaluation of financial bids:** DOT shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as per following calculations:

- The various rates invited from the bidders are termed as
 - R 1: Rate for 1000 KMs & 1200 KMs per month (for AC/non AC respectively) for providing vehicles for five days (Monday to Friday) in a week (composite rate i.e., inclusive of all taxes, levies, except service tax)
 - R 2: Rate for extra KM over and above 1000 KMs & 1200 KMs (for AC/non AC respectively)
 - R 3: Rate per hour for extra detention over and above 10 hours per day
 - R 4: Rate per night for night halt
- Evaluation will be done on the basis of following formula:
 Total monthly cost worked out in respect of Non-AC vehicle and AC vehicle separately =
 $\{R 1 + (R 2 \times 100) + (R 3 \times 10) + (R 4)\}$

7.0 Security Deposit

- 7.1 The contractor shall furnish performance security to DoT to the extent of 10% of the value of the contract in the form of Performance Bank guarantee (PBG) as in Proforma Annexure-V of Part (B) of NIT within 15 days of award of the contract failing which necessary action including forfeiture of the Earnest Money Deposit will be taken against the contractor.
- 7.2 The PBG will be valid for a period of 90 days beyond the stipulated date for cessation of the contract for initial one year. In case, the contract is further extended beyond the initial period, the PBG will have to be accordingly renewed by the successful tenderer.
- 7.3 No interest is payable on the Security Deposit.
- 7.4 PBG will be realized by DoT in case of termination of the contract for un-satisfactory performance and/or non-performance of the contract
8. **Tax Deduction At source:** Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.
9. **Deviation:** The contractor must comply with the tender specification and all terms and conditions of contract. No deviation will be permitted.
10. **Award of Contract:** DoT shall accept the lowest bid or any Tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason there of and without incurring any liability to the affected bidders for the action of DoT.
11. **Terms of Payment:** The bills in duplicate shall be submitted for a month in the first week of the following month to the office of the CCA Karnataka Circle by the respective contractors for payment. The bills will be accompanied by log book vehicle wise and proof of payment of Service Tax to the concerned Dept for the previous month for arranging payment within 15 days from the date of receipt of bill.
12. **Duration/Period of Contract:** Normally contract will be for 1(one) year from the date of signing of the agreement. However, extension for the next Year/part thereof will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.
13. **Termination of Contract:**
- 13.1 In case of any default by the Contractor and in case of any violation of the terms and conditions of this contract, DoT may without prejudice to any other right/remedy which

shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 days notice in writing to the Contractor. In such a case the Security Deposit paid by the contractor will be forfeited to DoT and the contractor is liable to be blacklisted for a period of 3 Years.

- 13.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date. Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
14. **Arbitration:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration in Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.
15. **Jurisdiction of Courts:** The courts/any other Tribunal or Forum in Bengaluru alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.
16. **Insurance:** The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on DoT, the same shall be reimbursed/indemnified by the Contractor.
- 17 **Force Majeure:**
- 17.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.
- 17.2 The term 'force majeure' as employed herein shall mean acts of God, war, civil riots, fire directly affecting the performance of the contract, flood and acts and regulations of the two parties, namely DoT and the contractor.
- 17.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to force majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.
- 17.4 Time for performance of the relative obligation suspended by force majeure shall then stand extended by the period for which such cause lasts.
- 18 **Miscellaneous Conditions:**
- 18.1 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DoT indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- 18.2 The personnel engaged by the Contractor are subject to security check by the DoT Security Staff at any time.

- 18.3 Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances including extra hour duty & night halts allowance to his personnel that might become applicable under any Act or Order of the Central/State Govt. DoT shall have no liability whatsoever in this regard and the Contractor shall indemnify DoT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
- 18.4 The contractor shall be responsible for complying with obligations under Income Tax, ESI, PF, Contract labour (Regulation and abolition) Act, Wages Act, labour laws etc., and damages to third party arising due to accident etc.
- 18.5 It will be the responsibility of the contractor to comply with all statutory obligations on his part arising out of this contract.
- 18.6 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 18.7 The contractor should prepare instruction sheet to the drivers with regard to their behaviour, salient conditions of the contract, numbers in case of emergency and ensure that the copy of the same shall be kept in the vehicle at all times.

Section-IV**SPECIAL CONDITIONS OF CONTRACT**

- 1.1 The contractor shall maintain the log book as per Proforma approved by DoT for every trip/requisition separately. The log book should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the garage/at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted in support of the bill for payment.
- 1.2 In case of breakdown/servicing/repair, the contractors shall provide alternate vehicle of same or upgraded Make and Model immediately, anyway not later than 1 Hr, failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.3 The chargeable mileage will be the total mileage (i.e. from garage to garage) including the mileage from garage to DoT and back, limited to a maximum of 10 KMs. (i.e. The Journey of up to a maximum of 10 KMs to and fro between the garage and place of regular reporting will be at the expense of DoT. Any extra KMs to be run between garage and normal duty place will have to be borne by the contractor).
- 1.4 There shall be no minimum mileage per day. Extra hours shall be over and above 10 hours per day and Extra mileage will be over and above 1000 KMs & 1200 KMs (for AC/non AC respectively) in a month. Pickup and drop from Airport and Railway/Bus stations shall be on-demand at no extra cost other than above and at any time of the day/night whenever required. Parking/toll tickets will be reimbursed on production of parking/toll vouchers.
- 1.5 The outstation night charges shall be applicable only when vehicle will be taken outside the city limits of Bengaluru and its suburbs.
- 1.6 In case if any vehicle is utilized below 1000 KMs & 1200 KMs (for AC/non AC respectively) in a month, balance KMs shall be carried forward for next three months and will be adjusted against extra mileage, if any, without any extra cost to DOT.
- 1.7 Estimated number of vehicles to be hired is as indicated at para 2 of Part (A) of NIEt.
- 1.8 The tenderer should give a certificate as per Annexure-III to the effect that none of his/her near relative is working in the units of DoT as defined above. In the case of proprietorship firm the 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 Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. DoT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

2. Deduction in case of Vehicle not meeting the specification

- 2.1 The vehicle provided by the contractor must be in excellent condition. The contractor shall ensure proper cleaning, upkeep of interiors & seat covers of the vehicle. If the interior of the vehicle is not in good condition, the deduction to the extent of 1.5% of the total amount from the bill of that vehicle shall be made for that particular month.
- 2.2 The contractor shall ensure that vehicle reports at the time asked by the officer of DoT in charge of the vehicle.
 - If vehicle reports beyond a delay of more than half an hour, an amount of Rs.100/- per occasion shall be deducted from the bill of that vehicle.
 - If the Vehicle reports beyond a delay of 15 minutes for more than 3 occasions in a month, an amount of Rs 1000/- will be deducted from the bill to be paid to the contractor.

- 2.3 In case of non-reporting/refusing to provide the requisite vehicle/refusing to provide vehicles on Saturdays / Sundays at the approved rates, the cost of hiring of vehicle will be deducted on pro-rata basis. In addition, a penalty of Rs.1000/- per occasion will be levied besides any other penal action which may include termination of Contract and DoT will be free to hire the same from any other source(s).
- 2.4 In case the alternate vehicle has not been provided in case of breakdown or the vehicle not made available during extra hours as per requirement, Contractor will not be paid for the usage of the vehicle, if any, for the particular day. More over a penalty of Rs 500/-will be levied over and above the cost of engagement of alternate vehicle by DoT from other sources.
- 2.5 DoT reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by DoT, which may even lead to termination of Contract.

3. **Price**

- 3.1 The rates quoted by the party shall be firm during the currency of contract.
- 3.2 The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, border tax, state tax, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by DOT.
4. **INSURANCE:** The provided vehicle must be fully and comprehensively insured covering the risk to the Driver and passengers.
5. The tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehaviour of driver shall result in cancellation of contract.
6. Parking/ Toll charges shall be paid by the contractor which will be reimbursed as per actual by DoT on production of documentary evidence.
7. One or more than one vehicle depending upon the requirement can be called at any time during the day and night.
8. No advance payment shall be made under any circumstances.
9. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
10. The work can be bifurcated among two or more parties at the sole discretion of DoT and no Contractor/agency shall have any objection to the same.
11. The vehicle sent for duty on requisition must have all relevant documents like registration book / driving license / insurance / road tax receipt / permit fee / passenger tax / border tax / etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
12. The bill in duplicate along with log book duly signed and stamped by the user of the vehicle or his representatives should be sent to the office of CCA Karnataka Circle Bengaluru in the first week of the following month. Further, bills relating to particular vehicle hired on monthly basis are required to be submitted in one batch in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to DoT for payment. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.

SECTION – V**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING****General**

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

e-Tendering

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

Instructions:

- a. Tender Bidding Methodology: Sealed Bid System ‘single Stage – 2 e-Envelopes .
In the case of two e-Envelope system Technical and Financial bids shall be submitted online by the bidder at the same time.
- b. Broad outline of activities from Bidders prospective:
 1. Procure a Digital Signing Certificate (DSC)
 2. Register on NIC’s (National Informatics Centre) Central Public Procurement Portal (CPPP)
 3. Create Users and assign roles on CPPP
 4. View Notice Inviting Tender (NIT) on CPPP
 5. Download Official Copy of Tender Documents from CPPP
 6. Clarification to Tender Documents on CPPP
Query to DOT (Optional) **28.11.2016 (1600 Hrs)**
View response to queries posted by DOT, as addenda. **28.11.2016 (1700 Hrs)**
 7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
 8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno commercial Part
 9. View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT’s Post-TOE queries.
 10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
 11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
 12. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 13. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.

The illustrative examples are given below:-

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

14. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -VI (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked. For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.
- c. Digital Certificates for integrity of data and its authenticity / non-repudiation of electronic records and to be compliant with IT Act 2000: It is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 2 or above issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].
- d. REGISTRATION to use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>): Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit. Note : Please contact NIC Helpdesk (as given below), to get your registration accepted / activated Help Desk Nos: Telephone No. 1800 233 7315 Email ID: [cphp-nic@nic.in](mailto:cppp-nic@nic.in) (Please Mark CC: support-nic@ncode.in)
- e. Bid related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on CPPP.
Broad outline of submissions are as follows:
Submission of DD/Banker's Cheque towards Earnest Money Deposit (EMD) offline
Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheet).
Tender Documents/Addendum/Addenda
Two Envelopes
Technical –Part
Financial-Part
Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).
NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.

Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

- f. **Offline Submissions:** The bidder is requested to submit the DD or banker's cheque towards EMD in Original in accordance with Clause 6.1 of Section-IV Part A offline to office of the CCA, Karnataka circle, 1st floor, Palace road, Amenity block, Bengaluru-560001, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as "e Tender for hiring of vehicles for official use of CCA Office, Karnataka Circle and the words 'DO NOT OPEN BEFORE 1500 HOURS ON 02.12.2016'".

Note: The Bidder has to upload the Scanned copy of DD or banker's cheque during Online Bid-Submission.

- g. **Special Note on Security of Bids**

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

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

- h. **Public Online Tender Opening Event (TOE)**

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the

corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

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

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

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

i. Other Instructions:-

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

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.

4. Submit your bids well in advance of tender submission deadline on CPPP ((DOT is not responsible for any problem arising out of internet connectivity issues).

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

j. Minimum Requirements at Bidders end

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

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

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

ANNEXURE I

BID FORM

Tender No.

Date

To

Controller of Communication Accounts
Karnataka Circle, Bengaluru 560001

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide taxi in conformity with the conditions of contract and specifications and as per the schedule of prices attached herewith and made part of the Bid.

I/We undertake, if my/our Bid is accepted, to commence providing vehicles as per your Work order.

If my /our Bid is accepted, I/we will obtain the guarantees of a Scheduled Bank for a sum as specified in the contract for the due performance of the Contract.

I/We agree to abide by this Bid for a period upto 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal work order of contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me /us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I/We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature

(in the capacity of)

Duly authorized to sign the bid for and on behalf of

Tele No(s):-

Fax No(s)

E-Mail Address:-

Annexure II**TECHNICAL BID FOR HIRING OF LIGHT COMMERCIAL VEHICLES IN DoT**

1	Name of the firm, Address and Telephone Number																					
2	Name of the Contact Person, Telephone/Mobile Number																					
3	Name of the bank (With full address)																					
4	Bank Account Number																					
5	PAN No. (photocopy of PAN Card is to be enclosed)	<ul style="list-style-type: none"> • • Copy of PAN card enclosed. 																				
6	Latest Income Tax assessment form issued by the IT Dept. is to be enclosed. [If ITR is yet to be processed, then proof of filing IT return of last previous year is to be enclosed].	Enclosed																				
7	Service Tax Registration number, where applicable. (photocopy Registration Certificate is to be enclosed)	<ul style="list-style-type: none"> • Regn. No. • Certificate enclosed 																				
8	Copy of latest service tax return	Enclosed																				
9	Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co) to be enclosed																					
10	(i) Date/year of commencement of business.																					
	(ii) Details of vehicles as detailed in Clause No 1 of NIT, not older than 2014 model, owned by the bidder.																					
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Regn. No</th> <th>Make and model</th> <th>AC/ Non-AC</th> <th>Date of Purchase</th> <th>Indicate petrol/ diesel/ CNG driven Bharat II norms</th> <th>Photocopy of RC/ Insurance enclosed</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Regn. No	Make and model	AC/ Non-AC	Date of Purchase	Indicate petrol/ diesel/ CNG driven Bharat II norms	Photocopy of RC/ Insurance enclosed	1							2						
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1																						
2																						

Annexure II continued

11	Particulars of DD/Banker's Cheque towards EMD of Rs.24,000.			
12	Details of major contracts during last two years (clause 2.3 of section II) [attested copy of at-least one supply order to be enclosed].			
	Sl. No.	Details of client (address telephone and fax No.)	Value of annual contract	Duration from to

DECLARATION

- I, _____ son/daughter/wife of Shri _____ Proprietor/Director/authorized signatory of the Agency/firm mentioned above, is competent to sign this declaration and execute the tender documents;
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 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/our tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of EMD and Performance Guarantee.

Signature of the bidder / Authorized person

Date:

Place:

Name & seal:

ANNEXURE-III**CERTIFICATE REGARDING NEAR RELATIVES**

I S/o resident of hereby certify that none of my near relative(s) as defined in Sl. 8 of Section I in the tender document is/are employed in DoT and its subsidiaries. In case, at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

Annexure-IV

AGREEMENT

This agreement is made this day of between (name of the contractor) herein after called the first party which expression shall include his heirs, executors and administrators/their successors and office of the CCA, Karnataka, Department of Telecommunications, herein after called 'DoT', the second party, through Jt.CCA herein after include his successors and assignees, shown as under:-

That whereas the first party shall and will execute the work described as providing taxis/vehicles to DOT, Karnataka as per all the terms and conditions given in notice inviting e-Tender dated 10.11.2016 and all its sections and annexures which shall become part and parcel of this agreement.

This agreement is made for a period of one year with effect from..... as in clause 12 of section III of the bid document as decided upon to do so by the second party on the same terms, norms and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS DAYOF 2016.

Signature with date, stamp/seal of Contractor

Witness 1.

(Signature, Name & full address)

for DoT

Witness 2.

(Signature, Name & full address)

ANNEXURE - V**Form of PERFORMANCE BANK GUARANTEE**

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt..... (herein after called 'the said Contractor(s)' from the demand, under the terms and conditions of agreement for the supply of light commercial vehicles (hereinafter called 'the said Agreement'), for payment of security deposit on Production of a bank guarantee for Rs. ... we, (Name of the bank).....(hereinafter referred to as 'the Bank') at the request of the contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government 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 amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(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 Government in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We (name of the bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 make by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) 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 government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the office of the CCA, Karnataka Circle, Bengaluru 560001 certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

2

5. We (name of the bank) further agree with the Government that the Government 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 contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the Government against and said Contract(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, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(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).

7. We (name of the bank)..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated theday of

Signature
For..... (indicate the name of the bank)

Telephone No(s)

FAX No.

e-mail:

[to be issued on non judicial stamp paper, stamped in accordance with the Stamp Act]

Annexure VI**FINANCIAL BID (BoQ)****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: In case any vehicle is utilized below 1200 KMs / 1000 KMs in a month for Non AC & AC vehicle respectively, unutilised KMs shall be carried forward for the next three months and will be adjusted against extra mileage, if any without any extra cost to DOT.

Note 2: There shall be no minimum mileage per day. Extra hours shall be over and above 10 hours per day and Extra mileage will be over and above 1200 KMs / 1000 KMs for Non AC & AC vehicle respectively in a month.

Note 3: The outstation night halt charges shall be applicable only when vehicle will be taken outside the city limits of Bengaluru and halts.

Note 4: The rates quoted should be inclusive of statutory taxes as may be applicable (except service tax which will be paid as applicable)

Note 6: The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in clause 6.5 under section-III - General conditions of contract of NIT

Note 7: 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 1200 KMs (R 1)	1			
1.02	Charges for Extra KM (over and above 1200 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 (R 4)	1			

2. AC Tata Indigo/ Maruti Suzuki SX4 Vxi / Hyundai Accent / Nissan Sunny 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) upto 1000 KMs (R 1)	1			
2.02	Charges for Extra KM (over and above 1000 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 (R 4)	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.

ANNEXURE-VII**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on (date) in the tender for hiring of vehicles in the office of CCA, Karnataka Circle, Bengaluru.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (bidder) in the order of preference given below:-

Order of Preference	Name	Specimen Signature
1.		
2.		

Signatures of bidder or
the officer authorized to Sign the bid Documents on behalf of the bidder.

Note 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-VIII

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <https://www.eprocure.gov.in> and no additional/deletion/correction has been made in the document downloaded. In case at any stage, it is found that the information given above is false / incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation.

SIGNATURE OF THE BIDDER
WITH SEAL

(All details to be filled and signed copy has to be scanned and uploaded online as part of technical bid envelope)