



Govt. of India

Ministry of Communications
Department of Telecommunications
O/O Controller of Communication Accounts, Assam Circle,
5th Floor, BSNL Bhawan, Panbazar, Guwahati – 781001

NO.ASM/CCA/Veh-Hiring/2016-17

Dated at Guwahati 16th February, 2017

**NOTICE FOR INVITING E-TENDER FOR HIRING OF VEHICLES FOR ONE YEAR IN THE
OFFICE OF THE CONTROLLER OF COMMUNICATION ACCOUNTS**

On behalf of the President of India, the Controller of Communication Accounts, Department of Telecom, Assam invites E-procurement tender under two bid system (technical Bid and Financial Bid) for hiring of (02) vehicles alongwith drivers on monthly hire basis for a period of one year from the commencement of the contract. The details of the same can be downloaded from the CCA portal www.eprocure.gov.in, <http://www.dot.gov.in>

Period of hiring : one year (effective from awarding of the contract)
Earnest Money Deposit : 30000/- (total for two vehicles)
Tender Cost : NIL

Critical date sheet:

Date of publishing the tender CCA Portal	16/02/2017 (1100 hrs.)
Bid/Tender documents download start date	16/02/2017 (1500 hrs.)
Last date of submission of Bid/Tender	08/03/2017 (1500 hrs.)
Date of opening of the Technical Bid/Tender	10/03/2017 (11.00 hrs.)

Note :

- (i) All details regarding the subject tender are available on websites www.eprocure.gov.in, <http://www.dot.gov.in>. Any change/modification in the tender enquiry will be intimated through above Websites only. Bidders are, therefore, requested to visit the above websites regularly to keep themselves updated.
- (ii) Manual bids will not be accepted.
- (iii) For submission of E-bids, bidders are required to register themselves with [eprocure.gov.in](http://www.eprocure.gov.in) website alongwith class III or class II digital signature certificates issued by any certifying authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.)
- iv) Cost of Earnest Money Deposit of 30000/- only of a Nationalized Bank in the form of demand draft/Pay order drawn in favour of AO/Cash, CCA, Assam before end date of bid submission, falling which offer will be liable for rejection. Bidders, however have to attach scanned copies of Earnest Money documents alongwith their e-tender. EMD of successful bidder will be converted in Security Deposit. However, the EMD of unsuccessful bidders will be returned as early as possible.

The interested vendors/vehicle providers who comply with the terms and condition of this tender notice may submit their bids under two bid systems for the subject service on CCA portal (ccaassm.nic.in) which will be e-processed by the department. The schedule of the subject e-tender is mentioned above.

The Competent Authority reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In case any dispute of any kind in any respect whatsoever, the decision of the CCA shall be final and binding.

(D. VALTE)
Jt. Controller of Communication Accounts
Assam

Copy to:

1. Notice Board
2. All concerned.



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Ministry of Communications
Department of Telecommunications
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The Controller of Communication Accounts(CCA), Department of Telecom, Assam Circle, 5th Floor, BSNL Bhawan, Panbazar, Guwahati-781001, for and on behalf of President of India re-invites e-tender under two bid system for hiring of two (02) vehicles alongwith drivers on a monthly hire basis from 01.04.2017 to 31.03.2018.

The detailed terms and conditions is enclosed as Annexure “A” to this tender notice. In case of any query, you may contact the Sr. Accounts Officer (Administration) at 6th Floor of Office of the Controller of Communication Accounts, Department of Telecom, Assam Circle, 5th Floor, BSNL Bhawan, Panbazar, Guwahati-781001 (Tele NO.0361-2736280) on any working day during office hours on or before 08/03/2017 (1300 hrs.) The tender details can be downloaded from the official websites of the department www.eprocure.gov.in, <http://www.dot.gov.in>.

E-Tendering Process:

The tender is invited in two covers i.e. 1) Technical bid/Qualifying bid and 2) Financial bid. The e-tender form for technical bid and financial bid as prescribed in Annexure “B” and item rate BOQ xls sheet respectively, duly completed in all respect shall be submitted online on www.eprocure.gov.in on or before 08/03/2017 (1300 hrs.) in separate files addressed to the CCA (as above). The technical /Qualifying bid shall be opened by the e-tender Committee on the scheduled date.

Submission of bids:

Bids have to be submitted only through e-tender website portal i.e. www.eprocure.gov.in before the schedule date and time. Bidders should submit the technical as well financial bids through e-tendering portal only. Scanned copies of all relevant documents should be attached with the bid. Bids submitted by Courier/Post/in-person shall not be accepted in this tender.

Earnest Money Deposit:

Earnest Money Deposit(EMD) in the form of demand draft/Pay Order of requisite amount of Nationalized Bank in favour of AO/Cash,CCA, Assam in original should reach this office alongwith bid documents in sealed envelope prior to the end date of the submission of the tender.

The interested bidders may submit all relevant documents duly signed and stamped, in a sealed cover super scribed on the envelopes “Tender for Hiring Vehicles” addressed to the CCA Controller of Communication Accounts, Department of Telecom, Assam, 5th Floor, BSNL Bhawan, Panbazar, Guwahati-781001 prior to the end date of the submission of the e-tender. The parties who wish to be present at the time of opening of e-Tender/e-Quotation, may represent themselves or authorize their representatives with an authority letter. Vehicles offered for services may also be required to be shown to

find out condition thereof after opening of Technical bid. The financial bids of only those bidders shall be opened whose technical bids are qualified. The format of the "Technical Bid" is enclosed as Annexure "B". The said format is available on the official website of the department www.eprocure.gov.in, <http://www.dot.gov.in>. The interested bidders/vehicle providers who comply with the terms & conditions of this tender notice may submit their bids under two bid systems for the subject service on www.eprocure.gov.in, which will be e-processed by the department. The schedule of the subject e-tender is mentioned above.

The competent authority reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In case of any dispute of any kind and in any respect whatsoever, the decision of the CCA shall be final and binding.

Encl: Annex."A" & "B"

(D. VALTE)
Jt. Controller of Communication Accounts

Copy to:

1. Notice Board
2. All concerned.

Annexure-A

SECTION- I

CHECK LIST FOR BIDDERS

Sr. No.	Documents	Yes /No/ (N/a)
1	EMD DD No. Amt. Date	
2	Whether attested copy of Registration of the firm is attached?	
3	Attested copy of Partnership Deed or proprietorship deed/ Memorandum of Association/ Articles of Association as applicable. If not applicable the same should be indicated.	
4	Documents of ownership of vehicles.	
5	Attested copy of latest Income Tax return.	
6	Attested copy of PAN card	
7	Attested copy of Service Tax certificate	
8	(Annexure-I) Declaration that commercial vehicle of Model not older than 2013 will be supplied.	
9	(Annexure-II) Bio-data of Bidder.	
10	(Annexure-III) Declaration regarding no relative working in DOT	
11	(Annexure IV), Letter of Authorisation for attending tendering process, in original if applicable	
12	(Annexure VI) Declaration towards Non – tampering of tender document.	
13	(Annexure VII) Declaration about blacklist/non-blacklisted.	

SECTION – II

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder should have own or have power of attorney for at least three vehicle of required make (not older than 2014 Model) registered as Taxi. The same vehicle (or later model) is to be provided in case the bid is successful. The bidder shall submit full details of the vehicle as per Annexure-1 along with documentary proof.
- b) The bidder shall be registered for Service Tax (if applicable) & Income Tax.

2. Documents required to be submitted along with the bid

The bidder shall furnish/upload the following documents along with the bid:

- a. Document showing ownership of vehicle of required make (not older than 2014 model) in taxi category.
 - b. Declaration that firm shall be able to supply the vehicles in taxi category (not older than 2014 model) (Annexure-1).
 - c. Bid Security of required amount in form of Demand Draft/Bank Guarantee.
 - d. Valid Service TAX Registration Certificate if applicable
 - e. Latest Income TAX return along with copy of PAN card if applicable.
 - f. Documents regarding **registration of company under companies Act / Firm registration / Proprietorship/ partnership deed** as the case may be.
 - g. Certificate of Near Relative not working in DOT as per (Annexure III).
 - h. Declaration of Non-tampering of Document (Annexure VI).
 - i. Declaration of non Blacklisting (Annexure VII).
 - j. Pre-receipt of refund of EMD. Along with a photocopy of the DD for Rs.30,000/-
- Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in any respect may result in rejection of the Bid. **All the documents and certificates shall be duly signed by the bidder.**

3. Packing Bid Documents:

- a) Tender should be submitted in **two covers; One** Technical Bid and **Second** Financial Bid in attached BOQ.xls Tender will be opened in the presence of Bidders present on the due date of opening.
- b) Financial Bid of the selected bidders only will be opened.

- c) Bidder shall furnish the documents as per **Technical Bid Form**.
- d) Rates should be quoted as per the schedule of Rates at **Section VI**. The format of Financial Bid Form should not be changed in any manner. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- e) Unsigned Technical Bid (Section-V) will be considered as Invalid Bid.

5. Bid Price

I. The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the “Services to be provided”.

II. Fixed rate should be quoted per month basis as well as on hourly basis including cost of fuel, wages of driver, and other incidental charges. The prices quoted by the bidder shall remain firm during the period of contract and shall not be subject to variation on any account.

III. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.

IV. In case of reduction of taxes and other statutory duties during contract period, O/o the CCA Assam shall take the benefit of decrease in these taxes /duties for the supplies made from the date of enactment of revised duties/taxes.

V. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier.

VI. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD):

6.1 The bidder must deposit Rs **30,000/-** (Rupees Thirty thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Pay Order /DD from any nationalized bank payable at Guwahati in favour of CAO(Cash) O/o CCA Assam Circle, Guwahati valid for 90 days from the date of tender opening.

6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause and furnishing the performance security.

6.3 The bid security may be forfeited

- a) If the bidder withdraws his bid during the period of validity specified in the bid form.
- b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
- c) If the successful bidder fails to furnish performance security in accordance with Clause 10.
- d) A bid not secured in accordance with clause 5 (i) shall be rejected by the O/o CCA Assam Circle, Guwahati, as non-responsive and returned to the bidder.

6.4 The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

No physical bid would be accepted. Tenderers are to submit bid in www.eprocure.gov.in

8. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized Representative, who wish to be present at the time of opening of bids on due date at their own cost.
- b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, O/o CCA Assam Circle Guwahati will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as

substantially non-responsive will be rejected by O/o CCA Assam Circle, Guwahati.

- c. O/o CCA Assam shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section VI and Evaluation of the bid will be as per Section VII.

10. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to 5(five) percent of the contract value within 15 Days of issue of letter for conveying O/o CCA Assam Circle, Guwahati intention for accepting the bid as Performance Security. The failure to deposit the security deposit within prescribed time of 15 days may result in cancellation of bid / offer. In this regard the decision of CCA Assam Circle, Guwahati will be final.
- b. Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the proforma provided in Annexure V of the bid document or in the form of DD drawn from any nationalized bank payable at Guwahati in favour of Sr. AO(Cash) O/o CCA Assam Circle, Guwahati.
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o CCA, Assam Circle to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Rights of acceptance:

O/o the CCA Assam Circle reserves all rights to reject any tender including of those tenderers who fail to comply with the instruction and does not bind itself to accept the lowest or any specific tender. The reason for rejecting one's bid will be disclosed where any enquiry is made by the bidder.

12. Arbitration

12.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the O/o CCA Assam Circle. In case his designation is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition

to the function of the O/o CCA Assam Circle or by whatever designation such officer may be called (herein after referred to as the said officer) and if the O/o CCA Assam Circle or the said officer is unable or unwilling to act as such , then to the sole arbitration of some other person appointed by the O/o CCA Assam Circle or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

12.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be the office of O/o CCA Assam Circle at Guwahati or such other place as the arbitrator may decide.

13. Contract Period:

Under normal circumstances the contract shall be valid for a period of 1 year from the date of acceptance of the tender. However, contract may be extended for further period of upto one year if agreed by the contractor and o/o the CCA Assam Circle on the same rate, terms and conditions.

14. Parking & Toll charges:

Payment of any Govt. tax on duty for plying the vehicles for CCA Assam Circle within Assam will be the liability of the contractor. Parking and Toll charges, if any may be claimed by producing the Parking/Toll slips.

15. Penalty:

In the event of the contractor failing to :

- (i) Observe or perform any of the conditions of the work as state out herein or
- (ii) Execute the work in good and workmen like manner and to the satisfaction of and by the time fixed by the Department of Telecommunications

a) It shall be lawful for the Department of Telecommunications in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observed the said conditions and in the latter event to reject or remove as the case may required any supply order execute otherwise than in a good and workman like manner to the satisfaction of and by the time fixed by the Department of Telecommunications and in both or either of the events, aforesaid to make such arrangements as he may think fit for the reproduction of the

work so remove or work in lieu of that so rejected or remove as aforesaid on account and 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 prices paid and the accepted rates Department of Telecommunications 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 to be paid within seven days to the credit of the Department of Telecommunications.

c) In the event of discovery of any error or defect due to the fault of the contractor at any time after the delivery of goods ordered, the contractor shall be bound if called upon to do so, to rectify such error or defect at his own cost to satisfaction of and within the time fixed by the Department of Telecommunications. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected the Department of Telecommunications shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.

d) In the event of a supply being wholly rejected, the Department of telecommunications may at its discretion either.

(i) Permit the Contractor to re-do the same within such time as he may specify at contractor's own cost which shall include the cost of all sorts i.e. materials and transportation etc, or other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause (b) of this clause

e) The powers of the Department of Telecommunications under this condition shall in no way after prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

f) Since the supply order being awarded to the contractor is important nature the time schedule given in clause 13 must be adhered to, failing which a penalty at the rate 15 % for every day's/week's/month's delay will be recovered in the manner stated in sub-clause (b) of this clause.

16. 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 firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in under delay without penalty, Department of Telecommunications shall have the power during such a stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on Department of Telecommunications to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials may be necessary for timely completion of the work.

SECTION-III

PARAMETERS AND TECHNICAL SPECIFICATION for executing the work mentioned in the preamble

Subject: Notice Inviting Tender for supply of vehicle on Rental Basis for One year.

Part-I

Parameters and Technical Specification for executing the work.

- 1) Car hire charges should be quoted for average running of 1200 Km per month. Separate rate per Km should be quoted for excess mileage.
- 2) The department of telecommunication has the sole right to engage vehicle for required hours a day, as well as for required days of week. No additional terms & conditions regarding engagement of vehicles for specific hours a day and /or specific days of a week will be entertained. The bidders will only fill in the commercial bids (Section-VI) in the prescribed format in compliance with the notes there on.
- 3) No columns in the commercial bid be kept blank .In case of bid to offer, the earmarked space should be filled in by "NIL" remark.
- 4) The department reserves the right to extend the period of contract for further period up to one year on the same rate, terms & conditions if agreed by the contractor.
- 5) Photocopy of registration certificate of the vehicle should be accompanied with the tender quotation in case purchase of new vehicle is proposed after becoming successful bidder then in that case registration certificate need not be furnished at tender stage.

Part-II

Terms and Conditions Specific to the Contract

- 1) Vehicle should report to the respective place as mentioned in section-IV or as per direction of the authority. Delayed/ Non supply of vehicle viz. If alternative arrangement had to be made for non-supply of vehicle, cost incurred will be realised from the vendor and 3% penalty will be levied on the total bill of that week.
- 2) In case of supply vehicles found to be unsatisfactory, the contract may be terminated at any time without assigning any reason thereof.
- 3) Payment will be made as per actual detention /utilisation from the reporting office. Maximum 10 (Ten) Kms per day or the actual distance covered in round trip between user delivery address and the garage/normal parking place, whichever is less will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/ Normal parking place.

- 4) In case of accident etc. Damage caused to will be the contractors liability.

SECTION-IV

Terms and Conditions specific to the contract

1. Vehicle should report to the respective places as per direction of the Authority. Delayed/non supply vehicle, viz, if alternative arrangement has to be made for non-supply of vehicle, cost incurred will be realized from the contractor and 3% penalty will be levied on the total bill of that week.
2. In case of supplied vehicle is found unsatisfactory, the contract may be terminated at any time without assigning any reason thereof.
3. Payment will be made as per actual detention/utilization from the reporting office. Duty hour will be calculated on the basis of the difference between the reporting time and releasing time on each day as noted on the duty slip by the user. The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms (i.e. to and fro 10 km) whichever is less.
4. The vehicles should not be older than 2013 Model.
5. The contractor shall provide duly licensed and experiences drivers for operating the vehicle and pay the wages to him. The driver should not have any past criminal records.
6. Department will not bear any enroute expenditure or responsibility while in use.
7. The car should be placed duly cleaned and washed, seat covers/towels are to be changed twice in a week. The drivers should be well behaved, neatly turned out, properly shaven (or with neatly cleared beards).He should wear shoes or sandals and not chappals. He should not be intoxicated/drunk while on duty.
8. The driver must wear a dress which should always be clean and properly ironed.
9. The driver must be provided with a working mobile telephone connection, so that driver can be contacted by the officers, whenever required. This is essential and will not be waived off. The cost of the mobile phone as well as monthly recharge cost will be borne by the vehicle provider.
10. The vehicle should be placed daily refilled with adequate fuel.
11. Engagement of the Vehicle.
 - 11.1 Vehicles are to be provided on all working days from Monday to Saturday. On Sundays/Gazetted holidays declared by Govt. of India if required as per direction of the authority, he will be paid 20% extra of the pro-rata daily charges.
 - 11.2 The vehicles are normally required to run in Guwahati City. However, the same can be utilised for outstations under the control of CCA Assam Circle also.
 - 11.3 For detention of vehicle beyond 11.00 P.M. of a day, night halt charges will be paid.

11.4 For non availability of the vehicle for day(s) of a month ; penalty of Rs. 200/- per day shall be imposed in addition to deduction at pro-rata basis for that day(s).

12. The vehicle should be maintained and kept in good order and necessary repairing work be carried out by the contractor at his own cost.

13. In the event of the vehicle detailed in Annexure-I come under consideration for the contract; it should be placed/provided, on demand, for inspection/test at any place fixed by the Department of Telecom before finalization of the tender.

14. Fixed lump sum charges should be quoted for calendar month as a whole for the vehicles to be hired on monthly basis.

15. No. of vehicles may be increased or decreased at any time by CCA and the vendor is to supply the same under the same rate, terms and conditions during the period of contract entered into.

16. O/o the CCA Assam Circle may discontinue engagement of vehicle(s) during the day of absence of the officer and payment for that calendar month will be made on pro-rata basis for the days of use of the vehicle(s).

17. Insolvency Act:

In the event of the firm being adjusted insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise or in specified the Department of Telecommunications shall have power to terminate the contract without previous notice.

18. Breach of Terms & Conditions:

In case of breach of any terms & conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

19. Subletting of Work:

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

20. Right to call upon Information regarding status of work:

The Department will, have the right to call upon information regarding status of supply at any point of time.

21. Precautionary Measures:

21.1 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 schedule prescribed etc. Should not be disturbed.

21.2 The contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized hands.

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

23. TERMS OF PAYMENT:

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

23.2 The contractor shall submit the bill in the first week of following month in respect of previous month supported by copies of the log sheets duly signed by the competent authority of Department of Telecommunications, for sanction of the amount of bill and pass in the bill for payment.

23.3 All payment shall be made by ECS/Bank Transfer only.

23.4 The Department of Telecommunications shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.

23.5 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.

SECTION-V

TECHNICAL BID

Subject: Notice inviting Tender for supply of vehicle on rental basis for a period of One year.

1. Name & address of the Tenderer/Concern:

2. Nature of the Concern:

(i.e. sole proprietor or partnership firm or a company or a Government Department or a Publicsector organization)

3. Details of DD/Bank Guarantee submitted towards

EMD: _____

4. Details of vehicles offered:

Kind of vehicle	Model No	Year of Manufacturing	Date of original purchase	Type of fuel used	Kilometres run by the vehicle	Fitness/road worthiness of the vehicle	Registration No/Date of vehicle

Dated at

(Dated signature of Tenderer with Stamp of Firm)

SECTION-VI

FINANCIAL BID

Subject: Notice inviting Tender for supply of 2 vehicles on rental basis for a period of One year

1. Price quoted for the work is inclusive of fuel charges, drivers wages and all kinds of Incidental charges and all taxes.

2. Details of rate offered (in rupees):

1st VEHICLE:

SI No.	Description (AC Swift Dzire/Etios /SX4 or equivalent)	Unit Charges in Rs. (B)	Unit Charges in words	Quantity for Evaluation Purpose (Actual vary) (C)	Value in Rs. (A)
1	Monthly Rate (for 1200 Km per month/300 hours)			1	$A1=B1XC1$
2	Extra per Km (over 1200 Km per month) in Rs. Per Km.			100 Km	$A2=B2XC2$
3	Charges for extra hours (over and above 300 hours per month) in Rs. Per hour.			10 hrs.	$A3=B3XC3$
4	Outstation Night Halt Charges			2 days	$A4=B4XC4$

* $A=A1+A2+A3+A4$

2nd VEHICLE:

SI No.	Description (Tata Indica/WagonR/Santro or equivalent)	Unit Charges in Rs. (E)	Unit Charges in words	Quantity for Evaluation Purpose Only (Actual may vary) (F)	Value in Rs. (D)
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1	Monthly Rate (for 1200 Km per month / 300 hours)			1	D1=E1XF1
2	Extra per Km (over 1200 Km per month) in Rs. Per Km.			100 Km	D2=E2XF2
3	Charges for extra hours (over and above 300 hours per month) in Rs. Per hour.			10 hrs.	D3=E3XF3
4	Outstation Night Halt Charges			2 day	D4=E4XF4

***D=D1+D2+D3+D4**

It is also required to provide bid on daily basis as per below proforma as in case additional requirement arises for office for day to day hiring of vehicle in addition to above 2 vehicles. However, this will not be used for determining overall lowest bidder.

Rate for Daily Basis:

Sl No.	Rates of vehicles to be hired on daily basis	Rate for Swift Dzire or equivalent vehicle	Rate for Tata Indica or equivalent vehicle	Remarks
1	Upto 80 Kms/10 hrs (Full day)			
2	Per Km beyond 80 Kms			
3	Per hour beyond 10 hrs			

Note:

1. The Department of Telecom has the sole right to engage vehicles for required hours a day as well as for required days of week. No additional terms & condition regarding engagement of vehicles for specific hours a day and/or specific days of a week will be entertained.
2. No columns of the Technical Bid be kept blank in case of no bid to offer, the earmarked space should be filled in by "NIL" remark.
3. Based on requirement the Department of Telecom may reduce or increase the number of vehicles hired by one.

Dated.....at (Dated signature of Tenderer with Stamp of Firm)

SECTION VII

EVALUATION FORMULA:

Gross Evaluated Cost= $A+D$ (this will decided the lowest bid) and it is mandatory to bid for both types of vehicles. Bidding for only one type of vehicle will be considered invalid bid.

(D. VALTE)
Jt. Controller of Communication Accounts

Annexure I

DECLARATION

“I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. ASM/CCA/Veh-Hiring/2016-17 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full”.

“I / We Declare that I/We will be supplying the following taxi or a taxi of same make, colour and same or later model.

1. Model of Vehicle:
2. Registration number:
3. Year of Manufacture:

“I also declare that the other vehicle of required make, and model and colour shall also be supplied by me”

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

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____
Res. _____

Annexure II

BIO DATA OF THE BIDDER

1) Name & Address of Firm/Party: _____

(R) Telephone Number (O) _____

(Mobile) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed _____

should invariably be attached along _____

with Authorisations)

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

Annexure III

DECLARATION REGARDING NEAREST RELATIVES WORKING IN D.O.T.

I/ We declare :-

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

Or

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

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

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

Place:
Date:

Signature :
Name:

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

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

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o CCA Assam Circle, Guwahati on or before date of bid opening)

To
The CCA,
Assam Circle, DoT,
5th Floor, BSNL Bhawan, Panbazar,
Guwahati- 781001.

Sub: Authorisation for attending bid opening on _____ (date) in the
tender of _____

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

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

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

Annexure V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Controller of Communication Accounts, Assam (hereinafter called CCA Assam) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfilment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service provider's do hereby undertake to pay to CCA Assam, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA Assam, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CCA Assam stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CCA Assam, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CCA Assam in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.

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

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the CCA Assam under or by

virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA Assam certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with the O/o CCA Assam that the O/o CCA Assam shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the O/o CCA Assam, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of O/o CCA Assam, or any indulgence by the O/o CCA Assam, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the O/o CCA Assam.

Dated: _____

For _____
(Indicating the name of the Bank)

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

Annexure VI

DECLARATION

I / We declare that:-

Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that I / We has/have not been tampered the tender document vide
Tender No: ASM/CCA/

Signature -----

Name -----

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

ANNEXURE-VII

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

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

Or

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

In case the above information found false I/We are fully aware that the tender/ contract
will be rejected/cancelled by O/o CCA Assam, and EMD/SD shall be forfeited.

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

Signature -----
Name -----
Capacity in which as signed: -----

--

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

Seal of the firm should be Affixed.
--

Date:

Signature of Bidder with seal.