



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Office of the Controller of Communication Accounts
Gujarat Telecom Circle
7th Floor, P&T Administrative Building, Khanpur, Ahmedabad – 380001

Part B

SECTION – I

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

- a) The bidder (proprietor, partner, company) should own at least one vehicle of required make in **white colour** (not older than 2015 Model) registered as Taxi. The bidder shall submit full details of the vehicle as per Annexure-1 along with documentary proof.
- b) The bidder should have at least one-year experience certificate of satisfactory performance in providing similar service to Central Govt./state Govt./CPSU in last three years.
- c) The bidder shall be registered for Income Tax & Service Tax (if applicable)

2. Submission of Tenders:

2.1 Technical Bid:

The following documents (duly signed/stamped scanned copy) have to be uploaded as Technical Bid.

- a. NIeT (Part A & Part B) duly signed and stamped on each page for having accepted the General and Special Terms and Conditions.
- b. Document showing ownership of atleast one vehicle of required make in **white colour** (not older than 2015 model) in taxi category.
- c. Declaration that firm shall be able to supply both vehicles of white colour in taxi category (not older than 2015 model) (Annexure-I).
- d. The bidder shall furnish the particulars of the past performance with supporting documents (One year experience Certificate).
- e. Scanned copy of DD towards Bid Security/EMd of required amount.
- f. Scanned copy of DD towards Tender Fee of required amount.
- g. Valid Service Tax Registration Certificate (if applicable)
- h. Scanned copy of PAN Card.
- i. Technical Bid form (Annexure II)
- j. Documents regarding **registration of company under companies Act / Firm registration / Proprietorship/ partnership deed** as the case may be.
- k. Certificate of Near Relative not working in DOT as per (Annexure III). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)
- l. Certificate for the documents downloaded from the website (Annexure VI)
- m. Declaration regarding Blacklisting/Debarring from taking part in Govt Tender (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder) Annexure VII

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 pages of the tender document and certificates /supporting documents shall be duly signed by the bidder and uploaded along with the Technical Bid.**

2.2 Financial Bid :

- a. Annexure VIII (Financial Bid), excel format should be uploaded as 'Financial Bid' duly signed and stamped. **Bid Price /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. For further details, please refer Section IV(k) Special instructions to bidders for e-tendering
- b. 'Financial Bid' of those Agencies / firms who fulfill the terms & conditions as specified in Section I to IV of Part (B) of NIEt and who have submitted Annexure I, II, III VI & VII thereof duly filled in & complete in all respects along with requisite documents will only be opened separately.
- c. Only tenders complete in all respects and uploaded on or before the due date and time shall be considered.
- d. DoT reserves the right to reject any or all tenders without assigning any reasons what-so-ever.
- e. O/o CCA reserves the right to award the contract to one or more parties.
- f. The tender shall be valid for a period of at least 3(three) calendar months from the date of opening of the tenders.
- g. 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.

3. Bid Security (EMD)

- 3.1 EMD of Rs.16,000 (Rs. Sixteen thousand only) in the form of DD from any nationalized bank payable at Ahmedabad in favour of Accounts Officer (Cash), O/o CCA, GUJARAT Telecom Circle, Ahmedabad .has to be submitted by the participating tenderers. The DD has to be submitted offline before 1500 hrs on 28.06.2016 and scanned copy of DD is to be uploaded online along with other tender documents (as part of technical bid)
- 3.2 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 7 of Section I and furnishing the performance security.
- 3.3 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 6 of Section I.
- 3.4 No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process

4. Tender Opening

- a. The bids shall be opened in the presence of the bidder or their authorized Representative (with the letter of Authorization – Annexure IV) , 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.

5. Bid Evaluation

- a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, 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, Gujarat Telecom. Circle 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 CCA, Gujarat Telecom. Circle, AM
- c. The CCA 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.
- d. O/o CCA, Gujarat Telecom. Circle 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 Part B Section V and Evaluation of the bid as per Part B Section VI.
- e. The financial bids will be evaluated as per the Formula given in Part B Section VI.

6. Performance Security

- a. The successful bidder shall be required to deposit an amount equal to Rs.40,000(Rs. Forty Thousand only) **in case of each** Taxi within 15 Days of issue of letter for conveying O/O CCA, Gujarat Telecom Circle's 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 Gujarat will be final.
- b. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure V of the bid document in favour of Accounts Officer (Cash), O/o CCA, GUJARAT Telecom Circle, Ahmedabad..
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/O CCA, Gujarat Telecom Circle to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

7. Award of Contract

O/O CCA, Gujarat Telecom Circle shall consider placement of letter of intent to the bidder whose offer is found technically, commercially and financially acceptable. The bidder shall within 15 days of the issue of the letter of intent give his acceptance and sign agreement with O/O CCA, Gujarat Telecom Circle. The failure to signing of agreement within prescribed time of 15 days, may result in cancellation of bid / offer. In this regard the decision of CCA Gujarat will be final.

8. Right to vary Quantities

O/O CCA, Gujarat Telecom Circle reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.

9. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

10. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event CCA, Gujarat Telecom Circle may make the award to any other bidder at the discretion of CCA, Gujarat Telecom Circle or call for new bids.

11. Right to Accept or Reject

CCA, Gujarat Telecom Circle shall reserve 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.

12. Termination of Contract

12.1 O/O CCA, Gujarat Telecom Circle may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts .

- a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the O/O CCA, Gujarat Telecom Circle
- b) If the contractor fails to perform any other obligations under the contract agreement.

12.2 O/O CCA, Gujarat Telecom Circle may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

12.3 Notwithstanding anything contained herein, CCA, Gujarat Telecom Circle also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

13. Termination for Insolvency

O/O CCA, Gujarat Telecom Circle may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service

provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

14. Miscellaneous Conditions:

- 14.1 O/O CCA, Gujarat Telecom Circle reserves the right to give a counter offer against the price quoted by the bidder.
- 14.2 O/O CCA, Gujarat Telecom Circle reserves the right to disqualify such bidders for a suitable period who fail to honour their bids without sufficient ground.

15. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of O/O CCA, Gujarat Telecom. Circle as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16. Arbitration

16.1 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, Gujarat Telecom 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, Gujarat Telecom Circle or by whatever designation such officer may be called (herein after referred to as the said officer) and if the O/O CCA, Gujarat Telecom Circle or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the O/O CCA, Gujarat Telecom 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.

16.2 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.

16.3 The venue of the arbitration proceeding shall be the office of O/O CCA, Gujarat Telecom Circle at Ahmedabad or such other place as the arbitrator may decide.

17. Set-Off (Recovery of Sum Due)

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by O/O CCA, Gujarat Telecom Circle and set-off the same against any claim of O/O CCA, Gujarat Telecom Circle for payment of a sum of money arising out of this contract or under any other contract made by contractor with O/O CCA, Gujarat Telecom Circle

18. Submission of Bill

Monthly bills shall be submitted in duplicate to the O/O CCA, Gujarat Telecom Circle Ahmedabad along with the copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

19. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for the One year / part thereof may be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.

SECTION II

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of CCA, Gujarat Telecom Circle, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. All liabilities under any central/state/municipal Act or Statute shall be of the contractor and under no circumstances shall O/O CCA, Gujarat Telecom. Circle assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible. **The bidder should own at least one Vehicle of required make in white colour (not older than 2015) registered as Taxi.** The second Vehicle should be either owned by him/her or he/she should sign the lease deed with the owner of the vehicle and submit the same to the O/O CCA, Gujarat Telecom Circle before signing of agreement with O/O CCA, Gujarat Telecom Circle.
6. The near relatives of all employees working in the Department of Telecommunications 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) husband (brother-in-law).
7. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. O/O CCA, Gujarat Telecom. Circle shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to O/O CCA, Gujarat Telecom. Circle have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. The servicing shall be done on holidays and if vehicle is required on such days due to any exigency the contractor shall provide a substitute vehicle of same make and model. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
9. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to O/O CCA, Gujarat Telecom. Circle as and when demanded.

- 10.** Shortage in utilizing the contractual 1800 Km/1500km per month in any particular month **shall be adjusted over a period of subsequent three months.**
- 11.** Change of commercial vehicle of same type and model will be allowed (For Substitute Vehicle) on written request of contractor and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1800 kms/1500 Kms in particular month of that quarter.
- 12.** The vehicle may be used any where in the territorial jurisdiction of GUJARAT telecom circle.
- 13.** Change of other type of vehicle will be allowed during break down of contract vehicle and with written approval of controlling officer.
- 14.** TDS applicable will be deducted from the payable amount of the bill.
- 15.** Maximum 10 (ten) kilometres per day or the actual distance covered in round trip between User 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.
- 16.** The contractor shall abide with all local/municipal/sate/central laws and regulations.
- 17.** The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the O/O CCA, Gujarat Telecom. Circle to contact them as and when required, during the period of the contract.
- 18.** Payment of all kinds of Government taxes or duties for supplying vehicles in Gujarat will be the liability of the contractor.
- 19.** Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehaviour by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the CCA, Gujarat.
- 20.** The Service provider/contractor shall not engage any person below the age of 18 years.
- 21.** Vehicles up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by any officer of O/o CCA, Gujarat Circle authorized by CCA, Gujarat.
- 22.** In case of night halt, only the night halt charges will be paid but the time from 7.00 PM to morning 9 AM will not be counted for extra duty hours.

SECTION III
SERVICES TO BE PROVIDED

- 1. Service:** Provision of light commercial vehicles (Taxi) with licensed drivers on hire basis.
- 2. Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period of One Year if agreed by the contractor and the O/O CCA, Gujarat Telecom Circle on the same rate and terms and conditions.
- 3. Quantity:** Estimated number of vehicles to be hired is 2 (Two). However it should be clearly noted that Office of CCA, Gujarat shall place the order only as per the actual requirement from time to time.
- 4. Duty hours:** The duty hours will be 10 hours on each day normally from 9.00 a.m. to 7.00 p.m. The actual duty hours shall be specified by users of vehicles as per requirement and may be variable. One weekly off shall be given. Actual days of holidays will be decided as per the requirement and convenience of the user of vehicle. The requirement of weekly off for driver is to be adjusted by the bidder by providing substitute driver. The timings are to be measured from reporting to the user to the time when vehicle is relieved by the user. Charges for extra duty hours after the 10 hour duty time will be paid when applicable.
- 5. Notice:** Telephonic intimation for requirement of vehicle shall be considered as notice.
- 6. Reporting Place and Jurisdiction:** Actual place of reporting shall be specified by users of vehicles
- 7. Counting of Distance:** 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.
- 8. Accuracy of Meter reading:** The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter correctness and to take action to recover the actual loss to the Office of CCA, Gujarat. The CCA shall be the sole authority to determine the quantum of loss.
- 9. Penalties:**
 - a. In case of break down, vehicle has to be replaced by other vehicle immediately or within one hour. In case of non availability of suitable vehicle within one hour a penalty of Rs. 100/- per hour may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds two times in a month, an additional penalty of Rs. 300/- per break down shall be imposed.
 - b. In case of non-availability of vehicle on a particular day, penalty of Rs.500/- per day shall be imposed in addition to deduction on pro-rata basis for that day.
 - c. In case of non- availability of vehicles during extra hours penalty of Rs.200/- per occasion shall be imposed.
 - d. In case of meter found faulty, the vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling officer shall have full powers to check up the meter and to take action to recover the actual loss to the O/O CCA, Gujarat Telecom Circle.
- 10. Miscellaneous:**
 - a. Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 Hrs. Telephone Number must be specified in the bid.
 - b. Payment of any Govt. Tax including service tax or duty for plying the vehicles in the service area will be liability of contractor.
 - c. Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips along with the monthly bill.

SECTION IV

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, Gujarat 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) **20.06.2016 (1600 Hrs)**
View response to queries posted by DOT, as addenda. **21.06.2016 (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 are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -V (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: 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 1) Tender Fee of Rs. 500 in accordance with Clause 4(i) of Part A and 2) DD towards EMD in Original in accordance with Clause 7 of Part A offline to office of the CCA Gujarat Telecom Region, 7th floor, P&T, Administrative building, Khanpur Ahmedabad 380001 on or before the date & time of submission of technical 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, Gujrat Telecom Region and the words 'DO NOT OPEN BEFORE 1500 HOURS ON 28.06.2016.

Note: The Bidder has to upload the Scanned copy of DD 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 -V (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 -V 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.

SECTION V

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

Note 2: The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in Section VI of contract of NIT

Note 3: Rates should be quoted for all the items, without exclusion of any item.

1. For AC Taxi as specified in Schedule of Requirement in Part A of NIT Tender No. GJT/CCA/Vehi-Tender/2016-17 dated 06.06.2016.

Sl. No.	Description	Qty.	Rate	Total (infigures)	Total amount in words
1.01	Rate for first 1500km (X)	1			
1.02	Rate per km beyond first 1500 km (Y)	100			
1.03	Charges per hour in excess of 10 hours in a day (H)	20			
1.04	Outstation night halt charges per night (N)	2			

2. For Non AC Taxi as specified in Schedule of Requirement in Part A of NIT Tender No. GJT/CCA/Vehi-Tender/2016-17 dated 06.06.2016

Sl. No.	Description	Qty.	Rate	Total (in figures)	Total amount in words
2.01	Rate for first 1800km (X)	1			
2.02	Rate per Km beyond first 1800 km (Y)	100			
2.03	Charges per hour in excess of 10 hours in a day (H)	20			
2.04	Outstation night halt charges per night (N)	2			

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

Signature of the Bidder:

Name of the Bidder:

Date:

Note:

1. Rates should be inclusive of all statutory taxes/duties (Central, State, and Municipal etc.)
2. Rates are to be quoted for both categories compulsorily.

SECTION VI

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

1. For **AC Taxi** as specified in Schedule of Requirement in Part A of NIT Tender No. GJT/CCA/Vehi-Tender/2016-17 dated 06.06.2016

SN	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1500 Kms, say Rs."X"	1	X
2	Rate beyond first 1500 Kms, Say Rs.Y/KM	100 kms	100Y
3	Outstation night halt charges, Say Rs. N per night	2	2N
4	Extra hours Charges, Say Rs. H per hour	20	20H
		Total Evaluated Cost = E	X+100Y+2N+20H

2. For **Non AC Taxi** as specified in Schedule of Requirement in Part A of NIT Tender No. GJT/CCA/Vehi-Tender/2016-17 dated 06.06.2016

SN	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1	Rate for first 1800 Kms, say Rs."X"	1	X
2	Rate beyond first 1800 Kms, Say Rs.Y/KM	100 kms	100Y
3	Outstation night halt charges, Say Rs. N per night	2	2N
4	Extra hours Charges, Say Rs. H per hour	20	20H
		Total Evaluated Cost = F	X+100Y+2N+20H

Note: The Total Evaluated Cost of the bid would be **G= E+F**

Annexure I

DECLARATION

(Duly signed scanned copy to be uploaded as part of Technical Bid)

I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. GJT/CCA/Vehi-Tender/2016-17 DATED 06.06.2016 in detail and agree to all the terms and conditions mentioned in the tender

I / We Declare that I/We own the vehicles whose details are as mentioned below(For AC Taxi)

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

"I also declare that the other vehicle of required make, 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

Tender No: GJT/CCA/Vehi-Tender/2016-17

Dated: 06.06.2016

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement) and duly signed Scanned Copy to be uploaded as part of technical bid.

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your Firm Registered Yes <input type="checkbox"/> No <input type="checkbox"/> (Attach Photocopy as a proof)	
	Tick as applicable a. Registered under Companies Act b. Partnership deed c. Registered as firm d. Proprietorship deed	
3.	Income Tax Permanent account Number (PAN) : (attach copy of PAN card)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Valid Service Tax Registration certificate : (attach Proof if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Declaration that firm shall be able to supply two vehicles in taxi category (Annexure I)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Past performance Experience certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Document showing ownership of one vehicle of required make (not older than 2015 model) in taxi category.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Bid security of required amount in form of Demand Draft	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Tender Fee of required amount in form of Demand Draft	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	NiET (Part A & Part B) duly signed and stamped on each page.	<input type="checkbox"/> Yes <input type="checkbox"/> No

11	Certificate of No Near Relative- Annexure-III	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Certificate for documents downloaded from Website	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Declaration regarding Blacklisting.	<input type="checkbox"/> Yes <input type="checkbox"/> No

DATE

SIGNATURE

SEAL

Annexure III

DECLARATION REGARDING NEAREST RELATIVES NOT WORKING IN D.O.T.

(To be executed & attested. by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder and scanned copy to be uploaded as part of technical bid)

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, GUJARAT 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, GUJARAT.
6. If at any time, it is found that the information given in the above Annexure is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the performance security deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e.to the rights of the O/O CCA, GUJARAT Telecom. Circle to debar the firm from entering into future contracts.

Place :

Signature :

Date:

Name:

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

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

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To be produced by the representative attending the Bid opening)

To,
CCA, GUJARAT
Ahmedabad

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, GUJARAT(hereinafter called CCA GUJARAT) 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, GUJARAT, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA, GUJARAT, 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, GUJARAT 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, GUJARAT, 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, GUJARAT 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, GUJARAT, 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 there to our liability under the present being absolute and equivocal. 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, GUJARAT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA, GUJARAT 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, GUJARAT that the O/o CCA, GUJARAT 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, GUJARAT, 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, GUJARAT, or any indulgence by the O/o CCA, GUJARAT, 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, GUJARAT.

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

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)

ANNEXURE-VII

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

(To be executed & Attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder)

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

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.-----
-----was blacklisted or debarred by DOT, 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, GUJARAT, and EMD/SD shall be forfeited.

In addition to the above O/o CCA,GUJARAT, 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.

ANNEXURE VIII

FINANCIAL BID FORM

Duly signed Scanned copy to be uploaded as part of Technical Bid.

Tender No.: GJT/CCA/Vehi-Tender/2016-17

DATED 06.06.2016

To,

CCA

O/o CCA, Gujarat Telecom. Circle

Ahmedabad

Dear Sir/Madam,

1. Having read the conditions of contract we undersigned offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of Prices/BoQ attached herewith/upload on e-procurement portal and made part of this bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount will be deposited in the form of Demand draft drawn from any nationalized bank payable at Ahmedabad in favour of AO O/o CCA, GUJARAT Telecom Circle, Ahmedabad
4. We agree to abide by this Bid for a period of 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 expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated thisDay of 2016

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature