Form No.	Form	No.
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Department of Telecommunications

(Govt. of India)

OFFICE OF CONTROLLER OF COMMUNICATION ACCOUNTS, RAJASTHAN

Sanchar Lekha Bhawan, Jhalana institutional Area, Jaipur- 302004

BID DOCUMENT

No:CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2 Dated :-07.07.2015

LIMITED TENDER FOR HIRING OF TWO LIGHT COMMERCIAL VEHICLE FOR THE USE IN OFFICE OF CCA RAJASTHAN

	Price Rs. 300/-
Receipt No Dated	
Issued to M/s	
ACCA (Admn.), Rajasthan	

Signature of Bidder with seal

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SECTION-I

Department of Telecommunications O/o CCA RAJASTHAN

Sanchar Lekha Bhawan, Jhalana Doongri, Jaipur-302004

Ph: 2707488, Fax: 2700046, www.ccarajasthan.gov.in

No:CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2

NOTICE INVITING LIMITED TENDER

On behalf of President of India, CCA Rajasthan invites PVC tape/Wax sealed tenders in two parts viz Technical Bid and Financial Bid up to 15.00 hrs. on due date for hiring light commercial vehicle with features as mentioned in the table below. The Prospective Bidders should own at-least two number of Swift DZire/Indigo equivalent or higher version commercial vehicle at the time of bid submission. The prospective bidders should have experience in supplying of at least two commercial vehicles (car) for One Year (continuous or in parts) during last five years (i.e. 2010-11 to 2014-15) to any Central/State Govt. organization or a Public Sector Undertaking as per the requirement given below:-

SN.	Type of Vehicle	Model/Year of	Approx.	Estimated	E.M.D.
		Manufacturing of	Qty to be	cost	Amount
		the Vehicle	hired (1500		
			KMs per		
			Month		
1	Swift Dzire/Indigo	On or after	One		
	equivalent or higher version	1-1-2013	(Non A/C)	Rs.2,90,000/-	Rs.5,800/-
2	Swift Dzire/ Indigo	On or after	One	Rs. 3,40,000/-	Rs. 6,800/-
	equivalent or higher version	1-1-2013	(A/C)		

Schedule to the invitation of Tender:

1. Time and last date of issue of Bid Document:28/07/2015up to 14.00 Hrs.2. Time and Date of submission of bid:28/07/2015up to 15.00 Hrs.3. Time and date of Opening of Bid:28/07/2015at 15.30 Hrs.

4. Time and date of Opening of Financial Bid: Will be decided later.

5. Minimum Validity of Tender offer: 90 days from the date of opening

6. Duration of contract: One Year from the date of signing of agreement

Intending eligible bidders may obtain Bid Document from the ACCA(Admn.), O/o CCA Rajasthan, Sanchar Lekha Bhawan, Jhalana Doongri, Jaipur-302004 on submitting the receipt of payment of Rs 300/- (Rs Three hundred only) (non refundable) to "Accounts Officer (Cash), O/o CCA Rajasthan" on any working day upto 15.00 hrs of due date. The tender document can also be downloaded from our website www.ccarajasthan.gov.in. In this case a separate demand draft of Rs. 300/- (tender document fees) in favor of "Accounts Officer (Cash), O/o CCA Rajasthan" payable at Jaipur, issued by nationalized/scheduled bank towards cost of the bid document has to be submitted along with the bid, otherwise the bid will be treated as invalid. The bidders shall have to deposit Earnest Money Deposit (EMD) as Bid Security in the form of Cash/Demand Draft/Bank Guaranty along with the bid. The Tender document will not be issued by post/courier. Other terms and conditions will be as per the Tender Document.

Bids delivered in person, shall be delivered in the tender box kept in the O/o Dy. CCA (Admn.), O/o CCA
Rajasthan Jaipur, Sanchar Lekha Bhawan, Jhalana Doongri, Jaipur-302004.

Dy. CCA (Admn)
O/o CCA RAJASTHAN
Ph No 141-2702733

Dated: 07.07.2015

SECTION II

INSTRUCTIONS TO BIDDERS

1. Services to be provided:

Services to be provided are given in Section V

2. Eligible Bidders

- (a) The Prospective Bidder should own at-least two numbers of Swift Dzire/ Indigo equivalent or higher version commercial vehicle at the time of bid submission of model not older than year 2013 and vehicles should be registered as commercial vehicles.
- (b) The bidder should be registered with the Central Excise/Custom department for the purpose of Service Tax. If not already registered, proof of application for registration for service tax must be submitted with the condition that registration certificate will be produced before signing the agreement/contract.
- (c) The bidder should have experience in supplying at least two commercial cars for one year (in full or part durations) during last five years i.e. 2010-11 to 2014-15 to any Central/State Govt. Organization or a Public Sector Undertaking.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid, CCA Rajasthan will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

Bid Document: The details of the services required, bidding procedures and contract terms and conditions etc are prescribed in the bid document as given below:-

4.1 **Bid document includes:**

- I. Notice Inviting Tender
- II. Instructions to bidders
- III General Condition (Commercial) of the contract
- IV Special conditions of contract if any
- V Schedule of requirement and Monthly Hire Charges
- VI Services to be provided
- VII Technical Bid
- VIII Financial Bid
- IX Bid security form
- X Performance Security Bond Form
- XI Letter of authorization to attend bid opening
- XII Declaration regarding near relationship with CCA Rajasthan employees.
- XIII Bidder's Profile
- XIV Agreement for vehicle hire
- XV Pre-receipt for Refund of Earnest Money

4.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive, or submitting incomplete Bids will be at the bidder's risk and may result in rejection of the Bid. Unsigned Bid/ any page of bid unsigned, will be considered as incomplete bid.

4.3 CLARIFICATION OF BID DOCUMENTS:

A prospective bidder requiring any clarification on the Bid document shall notify the Dy. CCA(Admn), O/o CCA RAJASTHAN in writing. The Dy. CCA(Admn) shall respond in writing to any request for the clarification of bid document, which it receives not later than seven days prior to the date of opening of Tender.

- 5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications
 - (i) Proof of ownership of vehicles, as per clause 2(a).
 - (ii) Registration certificate for service tax, else, copy of application submitted to Custom/ Central Excise Deptt. For service tax registration, as per clause 2(b).Registered Partnership Deed or Articles/Memorandum of Association in the case of partnership firm or Pvt. Ltd. Co. respectively.
 - (iii) Experience certificate from appropriate authority as per the requirement of NIT and clause no. 2(c) of the Tender document.

6. **Amendment to bid document**

- i) At any time, prior to the date of submission of bid, CCA Rajasthan may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- ii) The event of amendment shall be notified through letters and amendments shall be hosted on the websites and these amendments will be binding on all prospective bidders.

7. **Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components:

- (A) The **1**st **sealed envelope**, duly marked as "**Technical Bid**" prepared by bidder shall comprise the following documents:-
- a. Duly signed Tender Document except- 1. Section VIII- Financial Bid, 2. Undertaking (Page 20) 3. Section XI- Letter of authorization to attend bid opening.
- b. Documentary evidence established in accordance with clause 2 and as detailed in clause 5, that the bidder is eligible to submit the bid and is qualified to perform the contract if his bid is accepted.
- c. Bid security furnished in accordance with clause 11.
- d. Demand Draft/Bank Guaranty of Rs. 300/- (tender document fee) in favor of "Accounts Officer (Cash) O/o CCA Rajasthan" payable at Jaipur, issued by nationalized/ scheduled bank, in case bid document has been downloaded from websites.

- (B) The 2nd sealed envelope, duly marked as "Financial Bid" shall comprise the following components:-
 - (a) Financial Bid, duly filled- Section VIII
 - (b) Undertaking (Page 20)

Both the above stated envelopes should be put in a 3rd envelope duly sealed and marked as "Tender for Hiring light commercial vehicles for the office of CCA RAJASTHAN."

8. Bid Form

The bidder shall submit completed, duly signed Bid Forms as above.

9. **Bid Price.**

- i) The supplier shall quote as per price schedule given in section VIII (Financial Bid) for vehicles given in the schedule of requirement.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii) "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv) No increase in the rates shall be allowed during the validity period of contract for any reason whatsoever.
- v) No increase in any rate/duties/taxes etc. shall be permitted during the contract period, if any except Service Tax which shall be paid as per applicable rates, however, in the event of any decrease in prices due to change of statutory levies during the extended period, CCA shall be entitled to claim the benefit. Any decrease in taxes during the finalization of tender will be availed by CCA.

10. Clause by clause compliance.

Relevant pages of the tender document should be duly signed by the bidder and submitted as part of the "Technical bid" will be accepted as the clause-by-clause compliance. In case of deviation, a statement of deviation shall be given.

11. **Bid Security**

- 11.1 The bidder must deposit Bid Security (as specified in the NIT). The Bid Security shall be in the form of Demand Draft/ Bank Guaranty drawn in favor of "Accounts Officer (Cash), O/o CCA Rajasthan". The bid security can also be deposited in cash to "Accounts Officer (Cash) O/o CCA Rajasthan", Jhalana Doongri, Jaipur and original receipt be enclosed along with the bid.
- 11.2 The successful bidder's security will be discharged upon award of the contract in accordance with clause 16 and furnishing the performance security.

11.3 The Bid Security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity specified in the bid form.
- b) In case form is downloaded from website and it is found, at any stage, that the bid document has been manipulated or altered then the bid/ contract will be cancelled and the EMD/Security will be forfeited without any further correspondence.

- c) If the successful bidder fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 2 of Section III
 - to own a vehicle of the type as mentioned in his affidavit submitted as per clause 2(a) of Section II
- 11.4 A bid not secured in accordance with para 11.1 shall be rejected by the CCA Rajasthan as non-responsive at the bid opening stage and returned to the bidder.
- 11.5 The bid security of 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.

12. **Format and signing of bid**.

- 12.1 The original copy of the bid shall be printed or typed, and all pages numbered consecutively and shall be signed by the bidder or by a person duly authorized to sign the contract.
- 12.2 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

13. Submission of bid.

The bidder will submit (i) Technical bid and (ii) Financial bid in separate envelopes duly wax/tap sealed and clearly written on top of both envelops as "Technical bid" or "Financial bid", as the case may be. Both these envelopes will also be put in third envelope clearly written "Tender for Hiring light commercial vehicles for the offices of CCA Rajasthan" on it. Financial bids of only those bidders whose bids are found qualified after Technical Bid evaluation, will be opened at a later date.

The inner and outer envelopes shall be:

a) Addressed to the following address:

<u>Dy. CCA (Admn.), O/o CCA RAJASTHAN, SANCHAR LEKHA BHAVAN, JHALANA DOONGRI, JAIPUR.</u>

- b) Shall bear "Tender for Hiring light commercial vehicles for the office of CCA Rajasthan", and the tender number.
- c) he inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned in case it is declared late or unqualified, as the case may be.
- d) Bids delivered in person, shall be delivered in the tender box kept in the chamber of Dy. CCA (Admn.), O/o CCA Rajasthan Jaipur, Sanchar Lekha Bhawan, Jhalana Doongri, Jaipur-302004 on or before the date and time as specified in NIT. The CCA Rajasthan shall not be responsible if the bids are delivered elsewhere. The CCA Rajasthan will assume no responsibility for the bids misplacement or premature opening, if the outer envelope is not sealed and marked as stated in Clause 7, Section-II of the Tender document.
- e) **Venue of Tender Opening**: Tender will be opened in the chamber of Dy. CCA (Admn.), O/o CCA Rajasthan, Sanchar Lekha Bhawan at 15.30 hrs on the due date.

- f) Bid document shall be submitted in prescribed format only.
- g) Any bid received after the deadline for submission of bids shall be rejected and returned to the bidder
- h) Bidders are advised to submit their bid well before the closing time to avoid last minute hassles.

14. **Bid opening**

CCA Rajasthan officers shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. The bidder shall submit authorisation letter to this effect before their authorized representative are allowed to participate in bid opening (Format is given in section XI). Financial bids shall be opened at a later date of the short listed bidders after evaluation of Technical Bids.

15. Evaluation

- 15.1 CCA Rajasthan shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, CCA Rajasthan will determine the substantial responsiveness of each bid according to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected.
- 15.3 CCA Rajasthan shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the Section VIII (Financial Bid) of the bid document.
- 15.4 The technical bids will be evaluated in respect to their substantive responsiveness or otherwise. Thereafter CCA Rajasthan shall open the financial bids of only those firms/Bidders whose technical bids are found to be qualifying in the technical evaluation and detailed evaluation of the financial bids shall also be carried out later and the substantially responsive financial bids shall be considered, for further evaluation; as elucidated in the subsequent Para.

15.5 EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS:-

The various rates invited from the bidders are termed as:-

 R_1 = Rate for 1500 kms per month.

 R_2 = Rate per extra km over and above 1500 KMs.

 R_3 = Rate per hour for extra detention. (Over Time)

R₄= Rate per night for night halt.

Evaluation formula for evaluating bids is proposed as under:

Total Cost = $(R_1 + 100xR_2 + R_3x1 + R_4x1)$

Note:-Evaluation will be done on basis of above formula using Price quoted by bidder in the Financial Bid.

16 Issue of Letter of Intent

CCA Rajasthan shall consider placement of letter of intent to the lowest bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall give his acceptance along with performance security (section X of the bid document) and documents showing ownership of vehicle as per clause 2(a) of Section II in conformity within 14 days of issue of letter of intent.

17. Right to vary quantities

CCA Rajasthan will have the right to increase or decrease up to 25% of the required quantity (minimum one Non AC) of services specified in the schedule of requirement (with respect to expenditure and duration of the contract) without any change in hiring charges of the offered quantity and in other terms and conditions as that decided at the time of award of contract.

18. Signing of Contract

- 18.1 Signing of Agreement shall constitute the award of hiring contract on the bidder. The successful bidder will have to enter into agreement at his own cost within **14 d**ays of the issue of LOI by CCA Rajasthan.
- 18.2 Upon the successful bidder furnishing the Performance Security the CCA Rajasthan shall discharge its bid security in pursuant to clause 11.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event CCA Rajasthan may make the award of work to any other bidder at the discretion of CCA Rajasthan or call for new bids.

20. **Period of validity of bids**

- (i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by CCA Rajasthan as non-responsive.
- (ii) A bidder accepting the request of CCA Rajasthan for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his/her bid.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by CCA Rajasthan.

2. **Performance Security**

- 2.1 The successful bidder shall be required to deposit an amount equal to 10% of the contract value (In accordance with clause-15.5 of section-II) within **14** days of conveying CCA Rajasthan's intention for accepting the bid as Performance Security.
- 2.2 Performance Security shall be submitted in the form of Bank Guarantee/Demand Draft issued by a scheduled Bank and the Performa provided in section X of the bid document. The bank guarantee should be valid for 18 months from the date of issue of approval letter.
- 2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- 2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for CCA Rajasthan to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3 EXECUTION TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with photo copy of logbook duly signed by the users and payment will be processed on monthly basis. Contractor will submit an undertaking along with monthly bills that he will deposit the Service Tax in time. Contractor will have to submit the receipt of deposited Service Tax one month prior to the expiry of contract. The last bill will only be processed on showing the receipt of depositing of all previous Service Tax for this contract.

5. Termination of Contract

- 5.1 CCA Rajasthan may, without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
 - (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by CCA Rajasthan.
 - (b) If the contractor fails to perform any other obligation (s) under the contract.
- 5.2 CCA Rajasthan may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. Termination for insolvency

CCA Rajasthan may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force Majeure

7.1 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 CCA Rajasthan as to whether the supplies have been so resumed or not shall be final and conclusive, 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.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CCA Rajasthan, Department of Telecom, Jaipur. 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 ,CCA Rajasthan, Department of Telecom, Jaipur or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CCA, Rajasthan Department of Telecom, Jaipur or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CCA Rajasthan, Department of Telecom, Jaipur or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge 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.
- 8.3 The venue of the arbitration proceeding shall be Office of the CCA Rajasthan, Department of Telecom, Jaipur or such other place as the arbitrator may decide.

9. Set Off

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- 1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and General (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
- 2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 3. CCA Rajasthan reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with CCA Rajasthan.
- 4. CCA Rajasthan reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- 5. The liability under relevant sections of Motor Vehicle Act 1988 and IPC causing death or permanent disability developed by the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law. The whole in this regard will be vent in the contractor.
- 6. 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 and any breach of such laws or regulations shall be deemed to be breach of this contract.
- 7. No sub-contracting is permissible. The near relatives of all CCA Rajasthan employees 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), and son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), Brother & brother's wife, sister(s) & sister's husband (brother-in-law).
- 8. The tenderer(s) should give a certificate (in format as Section-XII) to the effect that none of his/her such relative is/are working in the units of CCA Rajasthan as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The CCA Rajasthan will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

- 9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. CCA Rajasthan 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 CCA Rajasthan have to be suitably compensated by contractor.
- 10. The contractor shall when called upon to do so, place at the disposal of CCA Rajasthan such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions.
- 11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to CCA Rajasthan and taxes etc. due on such vehicles shall be liability of the contractor.
- 12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, CCA Rajasthan will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the contractor's liability.
- 13. Regular checking of meter by the designated transport authority must be got done by the contractor, and requisite certificate must be shown to CCA Rajasthan as and when demanded.
- 15. The contractor will be fully responsible to deposit amount of service tax to central excise /custom department periodically under intimation to this office. If any penalty is imposed on CCA Rajasthan by central excise /custom department for non-submission of service tax in due time, the same will be recovered from payment / security deposit of the contractor.
- 16. The bidder should have proper-:
 - (i) EPF registration with EPF authorities.EPF registration should be submitted before signing of agreement by the successful bidder, if applicable.
 - (ii) ESI registration with ESI authorities.ESI registration should be submitted before signing of agreement by the successful bidder, if applicable.

17. SUMMARY REJECTION

While all the conditions specified in the bid documents are crucial and are to be complied, Special attention of bidders is invited that non-compliance of any of the following shall result in outright rejection of the bid:-

- (i) Any bid, received late without conclusive proof that it was delivered before the specified closing time.
- (ii) Any bid, unless exempted specifically, not accompanied by required earnest money or received with shorter validity period and insufficient EMD.
- (iii) Any bid received unsealed or not sealed in accordance of the clause 7, Section II of the tender document.
- (iv) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in Tender document.

SECTION V

SERVICES TO BE PROVIDED

1. Service:

Provision of commercial vehicles with licensed drivers, registered as Commercial vehicles on hiring basis for running in Rajasthan. Vehicle may also be required to go to physical verification suitability and roadworthyness. The road taxes for going outside Rajasthan, if required, will be paid by CCA Rajasthan on production of receipts along with the monthly bill.

2. Period of Contract:

Under normal circumstances the contract shall be valid for a period of one year from date of signing of agreement extandable by another year on the same terms and conditions.

3. Quantity:

Estimated number of vehicle to be hired is 2 (Two) only

4. Duty Hours:

- (i) 10 hours per day with half an hour lunch break on all days of month- except one day off per week. Actual duty hours will be specified by actual users of vehicles. All Gazetted Holidays (except National Holiday) will be treated as working days except weekly off and no extra payment will be made, if the user requires the vehicle on Holidays. However, no deduction will be made if the vehicle is not required on such Holidays. Additional payments for extra duties shall be made as per approved rates.
- (ii) If the vehicle is sent on tour outside Jaipur, maximum overtime hours on a day shall be restricted to 6 hours.

5. Notice:

Telephonic intimation shall be considered as notice.

6. Reporting Place:

Any place within the municipal limit of Jaipur. Actual place of reporting shall be specified by users of vehicles.

7. Counting of Distance:

Actual run of vehicle from place of duty in addition to 5 kms from garage to place of duty and 5 kms from place of duty to garage i.e maximum of 10 Kms per day will be allowed.

8. Accuracy of Meters:

The meter reading should tally the actual distance of run at any instant and the user of vehicle shall have full power to check up the meter for its correctness and to recommend action accordingly.

9. Unutlised KMs:

Unutilised KMs of particular month will be carry-forwarded in subsequent three months and Kms will lapse only after 3 months.

10. Penalties:

- I) In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- II) In case of break down, vehicles have to be replaced by other good vehicle immediately or not later than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- III) In case of non-availability of vehicles during extra hrs penalty of Rs. 200/-per occasion shall be imposed.

11. Special Requirements:

- I) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- II) The driver of vehicle must carry a mobile telephone to enable user to contact him any time for emergency duty.
- III) No vehicle should be supplied having registration in the name of employee of CCA Rajasthan staff or close relative.
- IV) Payment of any Govt. tax or duty for plying the vehicles in Rajasthan State will be the liability of contractor.
- V) Parking and Toll charges, if any, may be claimed at actuals by producing the parking /Toll slips.
- VI) The drivers of vehicles shall wear proper uniform as per rules of state Government for driving a Taxi.
- VII) Responsibility to abide from Government department rules/regulations lies with the contractor.
- VIII) The driver of Vehicle must be polite and well mannered. If the Contrilloing Officer of the vehicle request for replacement of driver, the same must be done within next 3 working days.

SECTION VI

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2 Dated 07/07/2015

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: Phone Mobile	e
	E-Mail:	
2.	Is your concern Recognized / Registered Yes (Attach Photocopy as a proof)	No
	Tick as applicable a. Recognized by Govt. of India as Tourist Trans b. Registered under Companies Act c. Registered under Shops and Establishment Ac d. Registered as firm e. Proprietorship / Any other category(please spe	et ecify)
3.a	Income Tax Permanent account Number (PAN): (attach Proof)	
3.b	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of	
	ESI (Attach proof) : EPF (Attach Proof) :	
	Any other social security scheme for workers: (Like group insurance/personal accident insurance/pension etc.:	for Drivers) (Give details)
4.	Experience (attach performance Certificate from the Govt. / F Firms. : Years	PSU Companies / Public Agencies/
5.	Detailed Statement of Registered commercial vehicles of n format at Section VII.	ot older than year 2013 as per
6	Details of DD for EMD/Purchase of BID Document DD No/ Amount/ Date	

DATE SEAL & SIGNATURE

SECTION - VII

Statement of Vehicles Owned/On Lease by the Bidder

Details of "OWNED/on LEASE" Vehicles of not older than Year 2013 or less in our fleet of operation as on date:									
S.	Registration		Vehicle Type (Please	Validity Details					
N.	Number	(Year)	Registration	Name	specify)	Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									

Note: Use additional sheets if required.

Declaration:

The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

DATE SEAL & SIGNATURE

B L A N K

SECTION VIII

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2

Dated 07/07/2015

Financial Bid

S.No	Type of Vehicle & Qty required	Monthly Charges	Rate per vehicle (Rs.)	Rate per vehicle In Words
(a)	(b)	(c)	(d)	(e)
1.	Swift Dzire / Indigo	i) For 1500 Kms/month. (R1)		
	Equivalent or higher version (Non-A/C)	ii) Rate for extra per Km (R2)		
	One	iii) Rate for extra Hrs. detention (R3) (Over time)		
		iv)Rate for night halt (R4)		
2.	Swift Dzire / Indigo	i) For 1500 Kms/month. (R1)		
	Equivalent or higher version	ii) Rate for extra per Km (R2)		
	(A/C) One	iii) Rate for extra Hrs. detention (R3) (Over time)		
		iv)Rate for night halt (R4)		

Note:

- (1) The Service Tax, as applicable, will be paid extra, in addition to the rates quoted above. The liability to deposit Service Tax to concerning authority lies with the contractor and the contractor has to submit proof of remittance of Service Tax to this office at the end of the contract i.e. last month bill.
- (2) The contractor has to also show the amount of Service Tax on each bill separately.
- (3) If rates against items iii & iv as mentioned above are not quoted, then they shall be treated as NIL.
- (4) The rates against items i & ii have to be quoted essentially, if rate is not quoted even of single item out of i & ii, then bid shall be rejected.
- (5) The rate of extra KM shall be applicable after the prescribed 1500 KM slab of KM run.
- (6) Any other Tax/Levy has to be borne by the contractor.

UNDERTAKING

To,
The CCA,
Department of Telecommunications,
Sanchar Lekha Bhawan, Jhalana Doongri,
Jaipur-302004

Dear Sir,

- 1. Having read the conditions of contract and services to be provided, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the Financial Bid.
- 2. We undertake, to enter into agreement within two week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3. If our Bid is accepted, we will obtain the Demand Draft/Bank Guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
- 4. We agree to abide by this Bid for a period of 90 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of 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.
- 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.

DATE SEAL & SIGNATURE

SECTION IX BID SECURITY FORM

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2

Dated 07/07/2015

Whereas							
of							
THE CONDITION of the obligation are : [1] If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or							
[2] If the Bidder, having been notified of the acceptance of its bid by the CCA Rajasthan during the period of Bid Validity.							
(a) fails or refuses to execute the Contract, if required, or(b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.							
We undertake to pay to the CCA Rajasthan, Jaipur up to the above amount upon receipt or its first written demand, without having to substantiate its demand, provided that in its demand CCA Rajasthan will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.							
This guarantee will remain in force as specified in clause 11 of section II of the Bio Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.							
Signature of the Bank Name							

Signature of Witness Name of Witness

Address of Witness

Signed in Capacity of

Full Address of Branch Tel. No. of Branch

Fax No. of Branch

SECTION X

PERFORMANCE SECURITY GUARANTEE BOND

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2 Dated 07/07/2015

1. In consideration of the CCA Rajasthan Jaipur (
		(s)') from the demand	
conditions of an agreement/Advance Purchase Order	No	dated	made between
and fo	or the supply of $_$		(hereinafter called
"the said agreement"), of security deposit for the due			
	n production		
we, (name	e of the bank)		(hereinafter refer
to as "the bank") at the request of		(contractor(s)) d	lo hereby undertake to
pay to the CCA Rajasthan Jaipur an amount not exceed	ling	against any	loss or damage caused
to or suffered or would be caused to or suffered by	CCA Rajasthan	Jaipur by reason of ar	ny breach by the said
Contractor(s) of any of the terms or conditions contained	l in the said Agree	ment.	
2. We (name of the bank)	do hereby undert	ake to pay the amounts	due and payable under
this guarantee without any demure, merely on a demand	from the CCA Ra	jasthan, Jaipur by reaso	n of breach by the said
contractor(s)' of any of the terms or conditions conta	ined in the said A	greement or by reason	of the contractors(s)'
failure to perform the said Agreement. Any such dema	nd made on the ba	ank shall be conclusive	as regards the amount
due and payable by the Bank under this guarantee wher			
final and binding on the bank. However, our liability un			
	J		S
3. We under take to pay to the CCA, Rajasthan	Jainur any money	so demanded notwithst	anding any dispute or
disputes raised by the contractor(s)/supplier(s) in any s			
thereto our liability under this present being absolute			
shall be valid discharge of our liability for payment the			
against us for making such payment.	iere unaer una une	contractor(s)/supplier(s) shan have no claim
4. We(name of the bank)	further ac	gree that the guarantee	herein contained shall
remain in full force and effect during the period that we			
it shall continue to be enforceable till all the dues of t			
fully paid and its claims satisfied or discharged or till	ne ,saipui unuei o	(office/Depar	tment) CCA Paiacthan
fully paid and its claims satisfied or discharged or till $_$ certifies that the terms and conditions of the said A	rraamant hava ha	on fully or properly a	arried out by the said
contractor(s) and accordingly discharges this guarantee.	Inless a demand	or claim under this gue	rentee is made on us in
writing on or before the expiry of ONE AND HALF	TEAR HOIII the	date hereof, we shall t	be discharged from an
liabilities under this guarantee thereafter.	£	a ama a sociale alea CCA Da	ionthau Tainnu that tha
5. We (name of the bank)		agree with the CCA,Ra	
CCA, Rajasthan Jaipur shall have the fullest liberty			
obligations hereunder to vary any of the terms and cond			
the said contractor(s) from time to time or to postpone			
by the CCA, Rajasthan Jaipur against the said Contrac			
relating to the said agreement and we shall not be r			
extension being granted to the said Contractor(s) of			
CCA, Rajasthan Jaipur or any indulgence by the CCA, F			
or thing whatsoever which under the law relating to sure			
6. This guarantee will not be discharged	l due to the char	nge in the constitutior	of the Bank or the
Contractor(s)/supplier(s).			
7. We (name of the bank) currency except with the previous consent of the CCA, I	lastly unde	rtake not to revoke thi	s guarantee during its
currency except with the previous consent of the CCA, I	Rajasthan in writing	g.	
	Dotad the	dov. of	
	for	day of he name of bank)	
	(indicate the	ha nama af hank)	
	(maicate ti	ie name of balik)	

SECTION XI

Letter Of Authorisation For Attending Bid Opening

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2 Dated 07/07/2015 To. The CCA, Department of Telecommunications, Sanchar Lekha Bhawan, Jhalana Doongri, Jaipur-302004 Subject – Authorisation for attending bid opening in the Tender for Hiring of Light Commercial Vehicles at Jaipur in the office of CCA, Rajasthan Jaipur. Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below. **Order of Preference Specimen Signature** Name I. П. Alternate Representative Signature of bidder Officer authorized to sign the bid Documents on behalf of the bidder 1. Maximum of two representatives will be permitted to attend bid opening. In cases Note: where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case

authorization as prescribed above is not received.

B 1 a n k

SECTION-XII

Declaration regarding near relationship with CCA Rajasthan Employee(s)

Tender No:-CCA/Admi	n./JP/3-9/Vehicle Hiring Tender/2014-15/2	2 Dated 07/07/2015
I	S/o	
R/o		
employed in the office o it is found that the inform	of my relative(s) as defined in the Tender/of CCA Rajasthan, Department of Telecom. mation given by me is false/ Incorrect, CCA any action as deemed fit, without any prior	In case at any stage, Rajasthan shall have
Signature :		
Name:		
Signed in capacity of:		
Date:		

SECTION XIII

Bidder's Profile

Tende	er No:-CCA/A	Admn./JP/3-9/Vehicl	e Hiring	Tender/2014-15/2	Dated	07/07/2015
Genei	ral:					Passport size photograph of the Bidder/ Authorized
1.	Name of the	Bidder/Firm:				Signatory holding power of Attorney
2.	Name of the Shri/Smt.:	person submitting the	e Bid who	ose photograph is affixe	ed	
	as the case Commission is not signin	may be) Tenderer w I-Card / Passport of g the tender docume	vill subm the proportion. The t	ne Bid has to be signed it the attested copy of rietor or authorized sign ender is liable to be re raph affixed and the sign	the PAN natory in o jected if t	card / Election case of proprietor he signature and
3.	Address of th	he Firm:				
4.5.		STD code (O) & incorporation parti		(Fax)the firm:	(R)	
	(i) (iii)	Proprietorship Private Limited	(ii) (iv)	Partnership Public Limited		
		sted copies of docum		egistration/ incorpora v)	tion of yo	ur firm with the
6.	Name of Pro	prietor/Partners/Direc	ctors			
7.	Bidder's ban	k, its address and his	account	number		
9.	Permanent Ir	ncome Tax number, I	ncome Ta	ax circle		
	e that signing			ned above is true and strued as I/We have sig		•
Place:	:					
				zed signatory		

SECTION XIV

AGREEMENT FOR VEHICLE HIRING

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2

Dated 07/07/2015

	This	agreemen	t is	made	on	this		(herein afte		-			betweer	
includes	s i	its su	ıccessor	rs .	and	as	ssignees)	whose and	reg	sistered is		office register	is	at under
													zed offic	
							and C	CCA Rajasthan						
authoriz Comme	red off reial ve is mer	icial Sh hicles on l	nire basi n appe	s for Co	CA, Ra	ajastha	_, at CC an for offic	at Sanchar Lek CA, Rajasthan, cial use on the to has submitted	Jaipi erms :	ur. The and con ank G	Tra dition uaran	ansporte ns herei nty/Den	er will jin contain	provide ed, and raft of
~~~~														
followin		hese prese	nt witne	esses and	d it is	hereby	y agreed ai	nd declared by a	and be	etween 1	the pa	arties to	these pro	esent as
year mo	is detended, or orter that	ermined by the rates t number	such no	otice as	herei describ	n after oed in	mentione schedule	et that is to say ad, will provide vide appendix- ge and may be	comr	nercial this agr	vehic eeme	eles not ent. It i	older that s agreed	by the
2. and parc								conditions of te ement and also				ontaine	d which a	are part
authoriti	s to be ies on	provided'	of Te	nder do	ocume	nt. It	is anticipa	place an order ated that the T alid and the pa	ransp	orter w	ill su	ipply v	ehicles t	o these
-	d taxes	; insurance	e etc. d	ue on s	such v	ehicle	s shall be	an 2013 model at the liability of asthan as the cas	f the	transpo				
happy w should a provide market a	nly reservith the accept a substand pro	rves the ri condition and liabilititute vehice	ght to so of the very ty to rep cle as d deducti	ubstitute ehicle p place it emande ons wil	e it wi provide as pe	ith and ed, the er request the Co	other simil Transport iirement. I CA then the	or make of vel ar vehicle. If for er's nearest offi of for any reason the CCA will be intractor. In add	or any ice wi on the e free	reason ll be inf Transp to enga	what forme orter age a	tsoever ed imme is not vehicl	the CCA ediately a in a pos e from th	is not nd they ition to ne open
7.	Transp	orter will	submit l	bills to t	the		of	CCA on monthl	ly bas	is for re	lease	of payı	ment by C	CCA.
be raise	ces visit d to CC	ted are to b CA by the	e filled transpo	in and rter. Co	signed ounting	l by th g of di	e users/ C stance wil	g books by the CA officials. O I be from garage address and the	n the	basis of t charge	this cable	log boo	ok, the bille in this	lls shall
9. CCA sh								and if the servart as per clause						

- 10. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the transporter shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty as per Clause 10 of Section V of Tender Document.
- 11. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 10 of Section V of Tender Document shall be imposed.
- 12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the transporter. CCA shall have no liability whatsoever.
- 13.The Tender Document no: **Tender No**: CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2 dated 07.07.2015, which is annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.
- 14. That transporter is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by transporter. CCA will not be liable for any loss, damages, etc. suffered/ to be suffered by transporter or third party as the case may be.
- 15. If for any reason the CCA is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Transporter in writing. The Transporter without raising any dispute on such assessment by the CCA regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
- 16. The Transporter shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Transporter accordingly indemnifies the CCA against all such liability.
- 17. The Transporter shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Transporter will also ensure that they will not supply the vehicles to CCA which are either owned by employees of CCA or their near relatives as defined in Section-IV item (7) & (8) of the tender documents. A certificate to this effect is annexed to this agreement as Section-XII.
- 18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CCA, Rajasthan Jaipur. 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 CCA, Rajasthan Jaipur or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the CCA, Rajasthan Jaipur or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CCA, Rajasthan Jaipur or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 19. If the Transporter institutes any legal proceedings against the CCA to enforce any of its rights under this agreement it shall be in the legal jurisdiction of CCA where the vehicle has been hired and not the place where the Transporter has his registered office.

Signed	Signed			
For and on behalf of the CCA Name (caps)	For and on behalf of the Transporter Name (caps)			
Position	Position			
Date	Date			
In the presence of Witnesses	In the presence of Witnesses			
1.				
1.				

# SECTION -XV

# **Pre Receipt For Refund Of Earnest Money**

Tender No:-CCA/Admn./JP/3-9/Vehicle Hiring Tender/2014-15/2

Dated 07/07/2015

Received with thanks from Accounts Officer, O/o CCA, RAJASTHAN Telecom Circle, Jaipur a sum of Rs (Rs only, towards refund of Earnest Money Deposit paid in respect of Tender for 'Light commercial Vehicle' for use in O/o CCA RAJASTHAN							
Date: Place:	Signature of Bidder						
(Note: Earnest Money will be return Of the tender)  Name & Address:	ned to unsuccessful Bidder only after finalization/completion						

### **Appendix-I**

#### DEPARTMENT OF TELECOMMUNICATION

(Part of Agreement for vehicle hire)

**Period of contract: - ONE YEAR** 

#### Name of Unit CCA, Rajasthan, DOT

Sl. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle  R R R R 1 2 3 4	Make	Model	Monthly Contracted KMs
1.	CCA, Rajasthan	Sanchar Lekha Bhawan, Jhalana institutional Area,Jaipur- 302004	1	Do not quote	Swift Dzire/Indigo Equivalent or higher version	2013	1500
					Signed(on behalf of Name (caps)	CCA)	

[END OF THE BID DOCUMENT]