



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & IT  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o CONTRROLLER OF COMMUNICATION ACCOUNTS  
4<sup>th</sup> FLOOR, CPMG BUILDING, ODISHA CIRCLE, BHUBANESWAR-751001

## **BID DOCUMENT**

OPEN TENDER FOR HIRING OF VEHICLES FOR USE IN  
O/o CONTRROLLER OF COMMUNICATION ACCOUNTS, BHUBANESWAR-751001

OR/CCA/Tender-Vehicle/2013-2014

Price Rs.500/-

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# Part – I

## Technical Bid



Government of India,  
Department of Telecommunications  
Ministry of Communications & IT.  
O/o Controller of Communication Accounts  
4<sup>th</sup> FLOOR, CPMG BUILDING, ODISHA CIRCLE, BHUBANESWAR-751001

### NOTICE INVITING TENDER

OPEN Tender No. OR/CCA/Tender-Vehicle/2013-2014

Date: 21/03/2014

Sealed Tenders are invited on behalf of the President of India by Controller of Communication Accounts, Odisha Circle, Bhubaneswar for hiring of two vehicles on monthly basis and vehicles as and when required on daily basis registered as commercial vehicles not older than 2011 model from the prospective Firm/Agency who can supply the below mentioned vehicles for O/o Controller of Communication Accounts, Odisha Circle, Bhubaneswar

| Sl. | Description                                  | Model                                      | Numbers              |
|-----|--|--|----------------------|
| 1.  | Vehicles on monthly basis                    | Maruti Suzuki SX4 (A/C)                    | 01                   |
| 2.  | Vehicles on monthly basis                    | INDIGO (Non-AC)                            | 01                   |
| 3.  | Vehicles on daily basis as and when required | Indica AC/Non AC, Indigo AC/Non AC, Innova | As and when required |

1. Tender document containing detailed description of Work and Terms & Conditions can be obtained from Sr.AO (Admin), O/o CCA, Odisha, Bhubaneswar after paying cost of bid document by mode of DD in favour of Sr.AO(Cash), O/o CCA, Bhubaneswar payable at Bhubaneswar. Tender document can also be downloaded from the website [www.ccarissa.gov.in](http://www.ccarissa.gov.in). In case the tender document is downloaded from website, the cost of the tender document in the form of DD in favour of Sr.AO(Cash), O/o CCA Odisha payable at Bhubaneswar is to be enclosed with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected.

**Note: It may be ensured that the DD of cost of tender form and DD of Earnest money should bear the date after the date of NIT**

Bid Security is to be deposited in the form of Demand Draft issued by a Nationalized or Scheduled Bank drawn in favour of Sr.AO (Cash), O/o CCA Odisha payable at Bhubaneswar.

|    |   |  |
|----|---|--|
| 2. | Sale of Tender Documents                | From 21.03.2014 to 21.04.2014 on all working days Time 10:00 hrs to 17:00 hrs<br>22.04.2014 Time 10:00 hrs to 14:00hrs |
| 3. | Time and last date of submission of Bid | : Up to 1500Hrs on 22.04.2014  |
| 4. | Date & Time of opening Technical Bid    | - At 1530Hrs on 22.04.2014   |

|    |                      |   |
|----|----------------------|---|
| 5. | Venue of Bid Opening | O/o CCA, Odisha Circle, DoT Cell, CPMG Building,<br>4 <sup>th</sup> Floor, BHUBANESWAR-751001 |
|----|----------------------|---|

The interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.20000/- and other requisite documents upto 1500hrs on 10.04.2014 in the O/o Controller of Communication Accounts, 4TH FLOOR, CPMG BUILDING, ODISHA CIRCLE, BHUBANESWAR-751001.

6. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
7. The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. The CCA, Odisha Circle, Bhubaneswar reserves the right to reject any or all tenders without assigning any reasons whatsoever.
8. CCA, Odisha Circle, Bhubaneswar shall have the right to refuse the offer without assigning any reason.
9. CCA, Odisha Circle, Bhubaneswar reserves the right to increase or decrease the required quantity of vehicles specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.
10. Initially the vehicle at Sl.No-1 of the NIT will be provided by the firm. The vehicle mentioned at Sl.No-2 of the NIT will be provided after receipt of order in this regard subsequently.

**Sr. Accounts Officer (Admn.)**  
**O/o CCA, Odisha, Bhubaneswar**

Government of India, Ministry of Communications & IT  
Department of TeleCommunications

O/o Controller of Communication Accounts

4TH FLOOR, CPMG BUILDING, ODISHA CIRCLE, BHUBANESWAR-751001

## **TENDER NOTICE FORM**

**OPEN tender for hiring of vehicles for the O/o CCA, Odisha Circle, Bhubaneswar**

- |     |  |  |
|-----|--|--|
| 1.  | Tender No.   | OR/CCA/Tender-Vehicle/2013-14<br>Dated 21/03/2014  |
| 2.  | Name of work   | Hiring of vehicles for O/o CCA, Odisha Circle,<br>Bhubaneswar  |
| 3.  | Estimated Cost   | Rs. 8,00,000/-   |
| 4.  | Earnest Money  | Rs. 20,000/-   |
| 5.  | Last date of Sale of Tender form                                     | Up to 1400Hrs on 22.04.2014  |
| 6.  | Last date of receipt of tender form                                  | Up to 1500Hrs on 22.04.2014  |
| 7.  | Time & Venue for opening of Tender                                   | 1530Hrs on 22.04.2014 at<br>O/o CCA, Odisha Circle,<br>4TH FLOOR, CPMG BUILDING, ODISHA<br>CIRCLE, BHUBANESWAR, Bhubaneswar –<br>751001. |
| 8.  | Validity of Tender   | 90 days from the date of opening.  |
| 9.  | Cost of Tender form  | Rs. 500/-(in the form of DD)   |
| 10. | Date of issue of DD with date & Amt<br>(To be filled in by Tenderer) | _____  |
| 11. | Issued in Favor of<br>( To be filled in by Tenderer)                 | _____  |

## SECTION - I

### GENERAL INSTRUCTIONS

#### 1. Eligibility Conditions

- a. The bidder should be able to supply commercially registered vehicles not older than 2011 models as per requirement.
- b. The firm should be registered under the appropriate authority.
- c. The firm should have experience of at least 2 years of supplying vehicles to Govt. Deptt/Banks/Public Sector Under takings.
- d. The firm should have its own TIN & PAN.
- e. The firm should be financially sound.

#### 2. Documents required to be submitted along with the bid

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

- a. Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- b. Bid Form and bidder's details as per section III.
- c. Bid Security & cost of tender document (in case of downloaded tender document) in the form of DD in favour of Sr.AO (Cash), O/o CCA, Odisha Circle, Bhubaneswar payable at Bhubaneswar. DD should bear the date after the date of NIT.
- d. Attested Photostat copy of Proof of Registration of firm in case of a firm.
- e. Document showing ability to supply two commercially registered vehicle Maruti SX4-AC & INDIGO - Non AC = 01 not older than 2011 model.
- f. In case of Vehicles not owned by the bidder, the hire agreement/Power of attorney may be submitted from the owner of the vehicles.
- g. Copy of experience certificate of similar work for last two years in providing vehicles to Government Departments/ Banks /Public Sector Undertakings.
- h. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- i. Attested copy of PAN/GIR Card.
- j. Certificate regarding non-relative in O/o CCA, Odisha Circle, Bhubaneswar on Rs. 5/- revenue stamp paper notarised as per Annexure - II. **(Please ensure that "No near relative certificate "as per Annexure - II is to be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).**
- k. The copies of receipts of latest tax paid and insurance for the commercial vehicles.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.

**All the pages of the tender document and certificates shall be duly signed by the bidder.**

**3. SUBMISSION OF BIDS**

The tenders should be submitted in sealed covers super scribed “**Tender for providing light commercial vehicles for O/o CCA, Odisha Circle Bhubaneswar**”. The tender should be addressed to the Sr.AO (Admin) O/o CCA, Odisha Circle, Bhubaneswar and should be deposited in 4th Floor, CPMG Building, Odisha Circle, BHUBANESWAR-751001.

**Method of Preparation of Bid**

- a. Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

| <b>Envelope</b> | <b>Marked on the cover</b> | <b>Contents of Envelope</b>  |
|-----------------|----------------------------|--|
| First           | Technical Bid              | Should contain EMD, cost of tender form and documents as per clause 2 of section I |
| Second          | Financial Bid              | Rates duly quoted by the tenderer in the Financial Bid in Part II of Bid document  |

On all these envelopes the name of the firm and whether “Technical” OR “Financial” bid must be clearly mentioned and should be properly sealed, seal means wax sealed or sealed with PVC tape/ Adhesive tape, the document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b. The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c. Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d. No person is permitted to bid for tender whose relative(s) is (are) working in O/o CCA, Department of TeleCommunications, Odisha Circle, Bhubaneswar. The tenderer thus should give certificate on Rs. 5/- Revenue Stamp paper duly attested by Dist. Notary along with tender documents that none of his/her relative is working in O/o CCA, Department of TeleCommunications, Bhubaneswar. Near relative for this purpose is defined in Annexure - II.

**Note: - The “Financial Bid” of only qualified tenders will be opened at a later date. Date, time & venue of opening of Financial Bid will be intimated to qualified bidders accordingly.**



**4. Prescribed Format**

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

**5. Bid Price**

- i. The supplier shall quote in original & duplicate price schedule attached along with bid document for types of vehicles given in the "Services to be provided". Rate quoted in any other format /sheet will not be considered. Rate quoted in enclosed sheet (in duplicate) in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.
- ii. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**6. Bid Security (EMD)**

- 6.1. The bidder must deposit Rs 20000/- (Rupees twenty Thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at Bhubaneswar in favour of Sr.AO (Cash), O/o CCA Odisha Circle, Bhubaneswar valid for **180 days** from the date of tender opening.
- 6.2. The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 9 of Section I and furnishing the performance security.
- 6.3. The bid security may be forfeited
  - i. If the bidder withdraws his bid during the period of validity specified by the bidder in the bid form.
  - ii. If the successful bidder fails to sign contract within a week of the issue of letter of intent.
  - iii. If the successful bidder fails to furnish performance security in accordance with Clause 9 of Section I.
  - iv. A bid not secured in accordance with clause 6(i) Section – It shall be rejected by the CCA, Odisha Circle, Bhubaneswar office as non-responsive and returned to the bidder.
- 6.4. The bid security of the unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

**7. Tender Opening**

- a. Bids shall be opened at O/o CCA, BHUBANESWAR-751001 in the presence of bidders or their authorized representatives (along with authorization letter duly filled as per annexure I) who wish to be present at the time of opening of at their own cost.
- b. In case the date fixed for opening of bids is declared as a holiday by the Government of India, the bids will be opened on the next working day, time and venue remaining unaltered.

**8. Bid Evaluation**

- 8.1. 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.
- 8.2. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, CCA, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar.
- 8.3. CCA, Odisha Circle, Bhubaneswar shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section - V.
- 8.4. Evaluation of the bid will be done separately for AC and Non AC vehicles (to be hired on monthly basis) and work will be awarded to lowest bidder only.
- 8.5. Bid called for 'Monthly Rate' basis will be evaluated taking 2500 km. of running in a month with 3 night halt charges and 30 extra hours.
- 8.6. Bid called for as and when basis will be evaluated on the lowest rate for 50 km and 100 additional kms.
- 8.7. L1 shall be decided in accordance with Government's Rules and CVC guidelines.

**9. Performance Security**

- 9.1. Earnest Money deposited at the time of submission of the tender, may be converted into Security Deposit on the acceptance of the tender.
- 9.2. The successful bidder shall be required to deposit an amount of Rs. 40,000/- (Rupees forty thousand only) within 10 days of the issue of letter of intent for accepting the bid as Performance Security.
- 9.3. Performance security shall be submitted either in the form of Demand Draft or in the form of Bank Guarantee issued by a nationalized Bank and as per the proforma provided in Annexure - IV of the bid document.
- 9.4. Performance security will be discharged after compliance of contractor's performance obligation under the contract.
- 9.5. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for O/o CCA, Odisha Circle, Bhubaneswar to forfeit either whole or any part of performance security furnished by the bidder as a compensation for any loss resulting from such failure.

**10. Award of Contract**

CCA, Odisha Circle, Bhubaneswar shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with CCA, Odisha Circle, Bhubaneswar.

**11. Right to vary Numbers**

CCA, Odisha Circle, Bhubaneswar reserves the right to increase or decrease the required numbers of vehicles specified in the schedule of requirements without any change in the hiring charges of the offered numbers and other terms and conditions.

**12. Signing of Contract**

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

**13. 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, Odisha Circle, Bhubaneswar may make the award to any other bidder at the discretion of CCA, Odisha Circle, Bhubaneswar or call for new bids.

**14. Right to Accept or Reject**

CCA, Odisha Circle, Bhubaneswar shall not be bound to accept the lowest or any tender and reserves the right.

**15. Termination of Contract**

15.1. CCA, Odisha Circle, Bhubaneswar may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts by giving 2 (two) clear working days notice in writing to the contractor in case of any default by the contractor/service provider and in any of the terms and conditions.

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 CCA, Odisha Circle, Bhubaneswar.

b. If the contractor fails to perform any other obligations under the contract agreement.

15.2. CCA, Odisha Circle, Bhubaneswar 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.

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

**16. Termination for Insolvency**

CCA, Odisha Circle, Bhubaneswar 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.

**17. Miscellaneous Conditions:**

17.1. CCA, Odisha Circle, Bhubaneswar reserves the right to counter offer price against price quoted by the bidder.

17.2. CCA, Odisha Circle, Bhubaneswar reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

**18. 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 CCA, Odisha Circle, Bhubaneswar 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.

**19. Arbitration**

19.1. 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 CCA, Odisha Circle, Bhubaneswar. 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, Odisha Circle, Bhubaneswar or by whatever designation such officer may be called (hereinafter referred to as the said officer ) and if the CCA, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar 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 reenactment thereof or any rules made thereof.

19.2. 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.

19.3. The venue of the arbitration proceeding shall be the office of CCA, Odisha Circle, Bhubaneswar at Bhubaneswar or such other place as the arbitrator may decide.

**20. Set-Of (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 CCA, Odisha Circle, Bhubaneswar and set-off the same against any claim of CCA, Odisha Circle, Bhubaneswar for payment of a sum of money arising out of this contract or under any other contract made by contractor with CCA, Odisha Circle, Bhubaneswar.

**21. Terms of Payment**

Payment shall be made within 7 working days from the date of receipt of bill in the O/o CCA, Odisha Circle, Bhubaneswar. Monthly bills shall be submitted in duplicate to the CCA, Odisha Circle, Bhubaneswar along with the attested copy of the log book vehicle wise (Log Book should be duly signed by the user and the driver of the vehicle).

**22. Duration of the Contract**

Normally the contract will be awarded for one year. However, extension for the another one year or part thereof will be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm and with mutual consent.

## **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, Odisha Circle, Bhubaneswar, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall O/o CCA, Odisha Circle, Bhubaneswar 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.
6. The near relatives of all employees working in office of O/o CCA, Department of Telecom Bhubaneswar either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose re 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, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, O/o CCA, Odisha Circle, Bhubaneswar 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 to the contractor's liability.
9. O/o CCA, Odisha Circle, Bhubaneswar reserves right to counter offer price against price quoted by the bidder.
10. 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, Odisha Circle, Bhubaneswar as and when demanded.
11. Change of commercial vehicle of same/ better different type and model on same approved rate will be allowed on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter.
12. Change of other type of vehicle will be allowed during break down of that vehicle and with written approval of controlling officer.

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13. TDS applicable will be deducted from the payable amount of the bill.
14. The contractor shall abide with all local/municipal/sate/central laws and regulations.
15. The drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the CCA Office to contact them as and when required, during the period of the contract.
16. Payment of all kinds of Government taxes or duties for plying vehicles will be the liability of the contractor.
17. 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.
18. 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, Odisha Circle, Bhubaneswar.
19. The Service provider/contractor shall not engage any person below the age of 18 years.
20. Vehicle Registration No. should be mentioned in the bid documents and the same vehicle will only be allowed to perform duties for the O/o CCA, Odisha Circle, Bhubaneswar.
21. Test drive of the vehicles will be conducted by Officers / Officials of O/o CCA, Odisha Circle, Bhubaneswar to see the fitness of the vehicle for Hiring. Financial Bids of those Bidders will be opened whose vehicles are considered Fit in condition and comfort.
22. In the first instance, one Maruti Suzuki SX4 will be provided by the firm. The Indigo (Non-AC) will be provided after receipt of order in this regard subsequently.

### SECTION – III

**Tender No OR/CCA/Tender-Vehicle/2013-2014**

**Date: 21.03.2014**

#### BID FORM AND BIDDER’S DETAILS

|    |   |                      |
|----|---|----------------------|
| 1. | Name of Tendering Company/ Firm / Agency<br>(Attach certificate of registration)                        |                      |
| 2. | Name of proprietor / Director of Company/Firm/agency  |                      |
| 3. | Full Address of Reg. Office<br><br>Telephone No.<br><br>FAX No. :<br><br>E-Mail Address :               | <br><br><br><br><br> |
| 4. | Full address of Operating/Branch Office<br><br>Telephone No. :<br><br>FAX No. :<br><br>E-Mail Address : | <br><br><br><br><br> |
| 5. | PAN / GIR No<br><br>(Attach attested copy)  |                      |

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged. I/We, understand, and offer to provide commercial vehicles in conformity with the conditions of contract for the sum shown in the price schedule attached herewith and made part of this Bid.
2. We undertake to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc., and agreements will be binding on us.
3. If our bid is accepted, we will obtain guarantee from a nationalized Bank for a sum not exceeding 5 % 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 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 there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly wax / tape 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.



Signature of authorized person

Date:

Name:

Place:

Seal :

## **SECTION – IV**

### **SERVICES TO BE PROVIDED**

#### **1. Service**

Provision of registered commercial vehicles with licensed drivers, on hiring basis for running in Odisha.

#### **2. Period of Contract**

Under normal circumstances the contract shall be valid for a period of one year from the date of signing the agreement. However contract may be extended for a another one year or part thereof if agreed by the contractor and CCA, Odisha Circle, Bhubaneswar on the same rate, terms and conditions.

#### **3. Quantity**

Estimated number of vehicles to be hired is two on regular basis. However it should be clearly noted that CCA, Odisha Circle, Bhubaneswar shall place the order only as per the actual requirement from time to time.

#### **4. Duty hours**

Normally Ten hours 30 minutes per day but it may vary as and when required. The actual duty hours shall be specified by actual users of the vehicles. Generally duty hours are from 8.30 AM to 8.30 PM but they are changeable as per the requirement of the O/o CCA, Odisha Circle, Bhubaneswar. Duty time commences from the time of reporting at reporting place. Normally there shall be one weekly off on Sunday.

#### **5. Notice Period**

- i. For regular requirements one day in advance.
- ii. Telephonic intimation shall be considered as notice.

#### **6. Reporting Place**

Any place within the jurisdiction of O/o CCA, Odisha Circle, Bhubaneswar. Actual place of reporting shall be specified by users of the vehicles. Normally the vehicles will be required from Cuttack or Bhubaneswar. It can be used in other states if necessary.

#### **7. Counting of distance**

Counting starts from the reporting place. Maximum of 5 Kms. will be given from garage to reporting place or vice versa

#### **8. Accuracy of meters**

The meter reading should tally the actual distance of run at any instant and authorized officer shall have full powers to check up the meter for its correctness and to take action accordingly.

#### **9. Penalties**

- i. In case of break down, vehicle have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 1000/- may be imposed in addition to deduction or

pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.1500/- per break down shall be imposed.

- ii. In case of non-availability of vehicle, penalty of Rs. 1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- iii. In case of non-availability of vehicle during extra hours, Penalty of Rs 500/- per occasion shall be imposed.
- iv. 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/authorised officer shall have full powers to check up the meter and to take action to recover the actual loss to CCA, Odisha.

**10. Special Requirements**

- i. Intending bidder must have a telephone where requisition of vehicles can be conveyed at any time during the 24 hrs. Telephone number must be specified in the bid.
- ii. Payment of any Govt. tax or duty for plying the vehicles for O/o CCA, Odisha Circle, Bhubaneswar will be the liability of the contractor.
- iii. Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.

**SECTION - V**

**FINANCIAL BID PERFORMA – A**

**Monthly Basis**

| Sl. No. | Type of Vehicles             | Name of Vehicle Type | Monthly Fixed Rent for 1500 Km. | Rate per Km. beyond 1500 Km. | Night Halt Charges in out station | Extra Hour Charges per Hour beyond 12 Hrs. duty in day i.e. 8.30 am to 8.30 pm. |
|---------|------------------------------|----------------------|---------------------------------|------------------------------|-----------------------------------|---|
| (1)     | <b>Maruti Suzuki SX4 -AC</b> |                      |                                 |                              |                                   |   |
| (2)     | <b>INDIGO-NON AC</b>         |                      |                                 |                              |                                   |   |

NB: (a).One vehicle will be taken on monthly basis. If needed another vehicle will also be taken on monthly basis.

(b) Rates should be inclusive of all taxes

© No payment on extra hours shall be paid when night halt charges are applicable.

(d)Extra Mileage will be over and above 1500 kms.

Date:

Signature of the Bidder

Place:

**SECTION - V**

**FINANCIAL BID PERFORMA - B**

**Daily Basis (as & when required)**

| Sl. No. | Charge Particulars                      | Rate ( in words & figures) |    |        |    |           |
|---------|---|----------------------------|----|--------|----|-----------|
|         |   | Indica                     |    | Indigo |    | Innova AC |
|         |   | Non AC                     | AC | Non AC | AC |           |
| 1.      | Charges per Day for 50 km.              |                            |    |        |    |           |
| 2.      | Rate for additional kms. Beyond 50 kms. |                            |    |        |    |           |
| 3.      | Per outstation Night                    |                            |    |        |    |           |
| 4.      | Service Tax, if any                     |                            |    |        |    |           |

1. Rates should be inclusive of all taxes.
2. Selection for daily basis does not guarantee any payment unless vehicle is utilized. It is purely on as and when required basis.
3. No payment on extra hours shall be paid when night halt charges are applicable.

Date:

Signature of the Bidder

Place:

**Annexure - I**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach at SR.AO (Admin), O/o CCA, Odisha, Bhubaneswar on or before date of bid opening)

To

Sr.AO (Admin)

O/o CCA, Deptt. of TeleCommunications, 4<sup>th</sup> Floor, CPMG BUILDING, ODISHA CIRCLE,  
BHUBANESWAR-751001

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 - II

### NON – RELATIVE CERTIFICATE

**Performa for no near relative (s) of the contractor in O/o CCA Department of TeleCommunications, Odisha Circle, Bhubaneswar.**

Certificate to be given by the Contractor in respect of no near Relative (s) in O/o CCA Department of TeleCommunications, Odisha Circle, Bhubaneswar of the contractor.

I ..... S/O Sh.....  
.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in O/o CCA Department of Telecommunications, Odisha Circle, Bhubaneswar as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal\*

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). 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 so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

## **Annexure - III**

### **AGREEMENT**

This Agreement is made on -----(day) of -----(Month) 2014 between the CCA, Odisha Circle, Bhubaneswar for & on behalf of the Department of Telecom (hereinafter called the DoT) which expression shall unless excluded to the repugnant to this context includes his successors and assignee on one part of Sh. ----- (hereinafter called the contractor) which expression shall unless excluded to the repugnant to this context include his successor and assignee upon the other part. The contractor will provide commercial vehicles on hire basis for the O/o CCA, Odisha Circle, Bhubaneswar for official use on terms and conditions here in contained and rates as mentioned in appendix I.

### **Terms and Conditions**

1. The contractor shall during the period of this contract that is to say from ----- (day) of ----- --- (Month) 2014 to -----(day) of -----(Month) 2014 until this contract is determined by such notice as herein after mentioned will provide commercial vehicle on rates accepted as described in schedule vide Apendix-1 to this agreement. The duration of contract will be one year from date of award of contract with an option of extension for further period of one year on the same rates, terms and conditions.
2. i The contractor will provide vehicle to CCA, Odisha Circle, Bhubaneswar registered for commercial purpose only. The fuel and all kind of repairs of vehicle will be borne by the contractor. The charges for hired vehicle will be as per appendix –I. This includes charges on accounts of permit, road tax, other taxes etc. The vehicle can be taken to any city/town in Odisha as and when required. Road tax may be paid accordingly by the contractor. The vehicle is to be provided along with driver having authorized Driving License, comprehensive insurance of the vehicle and other relevant documents. Photocopies of the documents stated in the bid document including RC of the vehicle registered as Taxi, route permit of vehicle, insurance etc provided for hiring, be deposited in O/o CCA, Odisha Circle, Bhubaneswar.  
ii. The hired vehicle so supplied by the contractor shall be pollution free as per the standards of the Motor Vehicle Act as applicable.  
iii. The hired vehicle supplied by the contractor shall also be carrying documents/first aid box as is supposed to be carried by the Taxis.  
iv. Vehicle should not be older than 2011 year model.
3. CCA, Odisha Circle, Bhubaneswar will not be responsible for payment of wages to the drivers or any other labourers. The contractor shall assign the job of driving of hired vehicle only to qualified and expert licensed drivers and also assumes full responsibility for the safety and security of the officers/official as well as essential store items while running the vehicle by ensuring safe driving. CCA, Odisha Circle, Bhubaneswar have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 279 of IPC and any loss caused to the property of CCA, Odisha Circle, Bhubaneswar have to be suitably compensated by the contractor. CCA, Odisha Circle, Bhubaneswar shall not bear any tortuous liability, vicarious or otherwise for want of any reasonable case or caution on the part of the drivers in the act of driving of the vehicle engaged/supplied to O/o CCA, Odisha Circle, Bhubaneswar.
4. i The Vehicle supplied by contractor must have permit in terms of Section 66 of the Motor Vehicle Act, 1988, i.e. Regd. As Taxi with State Transport Authorities.



- ii. Any type of tax due to transport department/other department will be borne by contractor.
5. The duty hours for vehicle will be from 8.30 AM to 8.30 PM per day on all days of month except Sunday. Normally Sunday will be holiday. However as per requirement vehicle can be called for on holidays also. However, actual user of the vehicle shall specify actual duty hours.
6. Notice period for regular requirement of vehicle will be one day in advance and telephonic intimation shall be considered as notice. However for emergency requirement, contractor shall supply the vehicle at the notice of one hour.
7. Reporting place of duty will be any place within the jurisdiction of O/o CCA, Odisha Circle, Bhubaneswar. Actual place of reporting shall be specified by users of vehicle.
8. The opening meter reading will be taken from the place of reporting and no additional garage-distance of 5 km will be permissible.
9. Contractor should ensure proper functioning of the meters. In case of any doubt or otherwise, it can be subject to proper tests by the authorized agency at the cost of the contractor. The meter reading should tally the actual distance of run at any distance and the authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

#### **10. Penalties**

- i. In case of break down, vehicle have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 1000/- may be imposed in addition to deduction or pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.1500/- per break down shall be imposed.
- ii. In case of non-availability of vehicle, penalty of Rs. 1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- iii. In case of non-availability of vehicle during extra hours, Penalty of Rs 500/- per occasion shall be imposed.
- iv. 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/authorised officer shall have full powers to check up the meter and to take action to recover the actual loss to CCA, Odisha Circle, Bhubaneswar.
11. The driver of the vehicle shall be provided with the log book by the contractor where date, time, Kms reading and places visited are to be filed in and signed by the O/o CCA, Odisha Circle, Bhubaneswar officials. On the basis of logbooks, the bills shall be raised to O/o CCA, Odisha Circle, Bhubaneswar by the contractor.
12. i Payment will be made on monthly basis on submission of pre-receipted bills in duplicate, completed in all respects, duly verified by the controlling officers of the hired vehicle, after deducting tax as admissible under rules. The contractor will be required to maintain log-book of vehicle daily. The monthly summary of the logbook should be certified by the user. Photocopy of the log book duly verified by the controlling officers be attached with the bills.
- ii. Income tax will be deducted at the prevailing rates from the bills of the contractor.
- iii. Sales Tax, Service tax and any other tax at the prevailing rates will be deducted from the contractor bills if applicable.

- iv. The charges will be for vehicle on monthly basis and no charges for weekly off/leave will be payable by the CCA, Odisha Circle, Bhubaneswar.
  - v. In case of hiring of vehicle in between the month, the charges will be made on pro-rata basis.
13. i The contractor must have a telephone where requisition of vehicle can be conveyed all the 24 hrs. The contractor will provide mobile connection to the driver at his own cost.
- ii. No vehicle should be supplied having registration in the Name of employee of O/o CCA, Odisha Circle, Bhubaneswar/DoT staff or close relative and certificate to this effect be given on the body of bill while submitting claim.
  - iii. Parking and Toll charges, if any, may be claimed by producing the parking/slips duly approved by controlling officers.
14. At any stage either any of the documents submitted by the contractor are found fake/false/manipulated or if the contractor on/after acceptance of the contract fails to comply with any of the terms and conditions set out herein or agreement which may be drawn up as consequence of acceptance of contract. In such circumstances the right of cancellation of tender/contract rests with the CCA, Odisha Circle, Bhubaneswar.
15. i The contractor should provide the particular model or make of vehicle as agreed upon for any reason whatsoever O/o CCA, Odisha Circle, Bhubaneswar is not happy with the condition of the vehicle provided, the contractor should accept any liability to replace it as per requirement. If for any reason the contractor is not in a position to provide a substitute vehicle as demanded by the O/o CCA, Odisha Circle, Bhubaneswar then the CCA, Odisha Circle, Bhubaneswar will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the contractor. If for any reason the CCA, Odisha Circle, Bhubaneswar is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the period, it will be reported to the contractor in writing. The contractor without raising any dispute on such assessment by the CCA, Odisha Circle, Bhubaneswar 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.
- ii. If the contractor fails to provide the vehicle to O/o CCA, Odisha Circle, Bhubaneswar and if the service is not found satisfactory enough, the CCA, Odisha Circle, Bhubaneswar shall have the right to terminate the contract.
  - iii. The CCA, Odisha Circle, Bhubaneswar reserves the right to terminate the contract any time without assigning any reason.
16. In the event of any mechanical failure/breakdown of vehicle reporting duty, the contractor shall arrange for replacement by another commercial vehicle, Non-compliance may attract penalty.
17. Change of commercial vehicle of same/ better different type and model on same approved rate, will be allowed on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that month.
18. In the event of failure on the part of contractor to supply vehicle as mentioned in the preceding paragraph, penalty as detailed above will be imposed.

19. i In case of any accident resulting in loss or damage to property and/or life, the sole responsibility for any legal or financial implication would vest with the contractor O/o CCA, Odisha Circle, Bhubaneswar shall have no liability whatsoever. The contractor will be responsible for any type of damage to the vehicle/human being while on duty & any type of compensation if required to be paid in case of accident.
  - ii. The drivers of the hired vehicle as supplied are the establishment of the vehicle contractor during the period of the contract. They will not claim for their permanent absorption in the O/o CCA, Odisha Circle, Bhubaneswar.
  - iii. Drivers of the hired vehicle should be properly dressed and well conversant with the Traffic Regulations and Motor Vehicle act etc. Driver once provided will normally not be changed unless required by the user.
  - iv. The contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers having mobile connection always in working condition 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.
20. That contractor 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 contractor, O/o CCA, Odisha Circle, Bhubaneswar will not be liable for any loss, damages, etc. Suffered/to be suffered by contractor or third party as the case may be.
21. The contractor 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 etc. Payable locally and the contractor accordingly indemnifies the O/o CCA, Odisha Circle, Bhubaneswar against all such liability. However parking and all Toll charges, if any, may be claimed by producing the parking/Toll slips duly approved by controlling officers.
22. 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 O/o CCA, Odisha Circle, Bhubaneswar. 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, Odisha Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the O/o CCA, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar or the said officer. The agreement to appoint arbitration will be in accordance with the arbitration and Conciliation Act, 1996.
23. If the contractor institutes any legal proceedings against the O/o CCA, Odisha Circle, Bhubaneswar to enforce any of its rights under this agreement it shall be in the legal jurisdiction of O/o CCA, Odisha Circle, Bhubaneswar where the vehicle has been hired and not the place where the contractor has his registered office.

**24. Termination of Contract:**

- i. O/o CCA, Odisha Circle, Bhubaneswar 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 with in the period (s) specified in the contract or may extension thereof granted by O/o CCA, Odisha Circle, Bhubaneswar.

- b. If the contractor fails to perform any other obligation (s) under the contract.
- ii. CCA, Odisha Circle, Bhubaneswar 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.

**25. Termination of Insolvency.**

- i. CCA, Odisha Circle, Bhubaneswar may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolent without affecting its right of action or remedy as hirer.
- ii. That in the event of contractor being adjudged insolvent or otherwise legally incapable of fulfilling this contract. CCA, Odisha Circle, Bhubaneswar shall have power to terminate the contract immediately without giving any notice to the contractor and earnest money and security will be forfeited.

**26. 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 CCA, Odisha Circle, Bhubaneswar 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.

**27. Arbitration**

- i. 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 CCA, Odisha Circle, Bhubaneswar. 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, Odisha Circle, Bhubaneswar or by whatever designation such officer may be called (hereinafter referred to as the said officer ) and if the CCA, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- ii. 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.

- iii. The venue of the arbitration proceeding shall be the office of CCA, Odisha Circle, Bhubaneswar at Bhubaneswar or such other place as the arbitrator may decide.
28. The contractor should ensure the good looking & working condition of the vehicle. The vehicle should be in good running condition, smooth without noise and with proper get up and accessories. The vehicle should be well maintained and of acceptable quality level to TO/o CCA, Odisha Circle, Bhubaneswar and shall be hired after inspection and satisfaction.
29. The contractor will not be permitted to sublet the work to other agency on commission basis. In such circumstances, if it is found that the work has been subletted the performance security of the contractor will be forfeited.
30. The contractor shall arrange to receive all letters addressed by the officers of O/o CCA, Odisha Circle, Bhubaneswar either personally or through his authorized agency failing which letters will be posted to him. This office shall not be responsible for non receipt or late receipt of letters by the contractor. The contents of letters will be binding on the contractor as if it was received by the contractor on the date of positing.
31. If there is any dispute of any kind or in the interpretation of any clause in the terms of contract, the matter will be referred to the sole arbitration of O/o CCA, Odisha Circle, Bhubaneswar or any person nominated by him on his behalf whose decision will be final and binding.
32. The bid document along with all the terms and conditions therein will form part of this agreement.
33. **Price Variation Clause:-**

i) No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease of hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula :

Actual KMs run by the vehicle X (Revised rate per litre – Base rate per litre)

Average KM per litre of Diesel / Petrol consumption (KMPL)

(Note :- The base rate of Diesel / Petrol is the prevailing rate on the date of commencement of work / contract. If there is decrease in fuel price, formula will indicate negative figure which means the deduction shall be done from the bill.)

ii) The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. 31<sup>st</sup> Mar, 30<sup>th</sup> Jun, 30<sup>th</sup> Sep & 31 Dec. The change in hire charges, if any, shall be applicable from the 1<sup>st</sup> day of next quarter. Base rate of fuel would be fuel prices as on date of award of contract.

iii) The service provider shall submit supplementary bill for re-imburement towards increase in fuel price on monthly basis without accumulation. This supplementary bills is to be supported with proof of fuel price prevailing on 1<sup>st</sup> of the month.

\_In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

( )

Signature on behalf of DoT

Name:

Designation:

Seal:

( )

Signature on behalf of Contractor

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Witness 2:

Signature:

Name:

## **Annexure - IV**

### **PERFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of CCA, Odisha Circle, Bhubaneswar (hereinafter called CCA, Odisha Circle, Bhubaneswar) 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 fulfillment 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, Odisha Circle, Bhubaneswar, an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA, Odisha Circle, Bhubaneswar, 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, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar, 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, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar 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, Odisha Circle, Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA, Odisha Circle, Bhubaneswar 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 CCA, Odisha Circle, Bhubaneswar that the CCA, Odisha Circle, Bhubaneswar 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 CCA, Odisha Circle, Bhubaneswar, 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 CCA, Odisha Circle, Bhubaneswar, or any indulgence by the CCA, Odisha Circle, Bhubaneswar, 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).This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA, Odisha Circle, Bhubaneswar.
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA, Odisha Circle, Bhubaneswar.

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



# **Part – II**

## **Financial Bid**

**SECTION - V**

**FINANCIAL BID PERFORMA - A**

**Monthly Basis**

| Sl. No. | Type of Vehicles             | Name of Vehicle Type | Monthly Fixed Rent for 1500 Km. | Rate per Km. beyond 1500 Km. | Night Halt Charges in out station | Extra Hour Charges per Hour beyond 12 Hrs. duty in day i.e. 8.30 am to 8.30 pm. |
|---------|------------------------------|----------------------|---------------------------------|------------------------------|-----------------------------------|---|
| (1)     | <b>Maruti Suzuki SX4 -AC</b> |                      |                                 |                              |                                   |   |
| (2)     | <b>INDIGO-NON AC</b>         |                      |                                 |                              |                                   |   |

NB: (a).One vehicle will be taken on monthly basis. If needed another vehicle will also be taken on monthly basis.

(b) Rates should be inclusive of all taxes

© No payment on extra hours shall be paid when night halt charges are applicable.

(d)Extra Mileage will be over and above 1500 kms.

Date:

Signature of the Bidder

Place:

**SECTION - V**

**FINANCIAL BID PERFORMA - B**

**Daily Basis (as & when required)**

| Sl. No. | Charge Particulars                      | Rate ( in words & figures) |    |        |    |           |
|---------|---|----------------------------|----|--------|----|-----------|
|         |   | Indica                     |    | Indigo |    | Innova AC |
|         |   | Non AC                     | AC | Non AC | AC |           |
| 1.      | Charges per Day for 50 km.              |                            |    |        |    |           |
| 2.      | Rate for additional kms. Beyond 50 kms. |                            |    |        |    |           |
| 3.      | Per outstation Night                    |                            |    |        |    |           |
| 4.      | Service Tax, if any                     |                            |    |        |    |           |

1. Rates should be inclusive of all taxes.
2. Selection for daily basis does not guarantee any payment unless vehicle is utilized. It is purely on as and when required basis.
3. No payment on extra hours shall be paid when night halt charges are applicable.

Date:

Signature of the Bidder

Place: