

GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & I.T.  
DEPARTMENT OF TELECOMMUNICATIONS  
*O/o. the Controller of Communication Accounts, Orissa*  
4'th Floor, CPMG Building, Bhubaneswar-751001.

**Notice Inviting tender**

No. OR/CCA/Vehicle/13-1/2009

Dated 31.08. 2009

On behalf of President of India, Controller of Communication Accounts, Orissa Circle, Bhubaneswar invites sealed tender in the prescribed forms for the under mentioned works.

Description of work	Approximate value (Rs)	Earnest Money (Rs.)	Cost of Tender Form (Rs.)
Hiring of Vehicles (1)	(2)	(3)	(4)
(a) Tata Sumo / Scorpio / Bolero (Non-A/C)	1,50,000/-	3,000/-	150/-
(b) Ambassador (Non-A/c) diesel	1,14,000/-	2,300/-	
(c) Indica (Non A/C) diesel	1,14,000/-	2,300/-	

The tender form may be obtained from the office of the Controller of Communication Accounts (CCA), 4<sup>th</sup> Floor, CPMG Building, Bhubaneswar-1 (on any working day from 1<sup>st</sup> September 2009 to 13.30 hrs of 22<sup>th</sup> September 2009) or may be downloaded from the website at [www.ccaorissa.gov.in](http://www.ccaorissa.gov.in). A sum of Rs. 150/- may be paid by cash or by demand draft drawn in favour of Communication Accounts Officer, O/o the CCA, Orissa Circle, Bhubaneswar, towards cost of the tender document.

The last date and time of issue of tender form up to 13.30 Hrs of 22.09.2009  
The last date and time of receipt of tenders' up to 15.00 Hrs. on 22.09.2009  
Date and time of opening of tenders At 15.30 Hrs of 22.09.2009

In case, the date of opening of tender happens to be a bandh/holiday, the tender will be opened on the following working day at scheduled time.

In case of any discrepancy between the tender documents downloaded from the internet and the master copy available in this office, the latter shall prevail and will be binding on the tender(s). No claim on this account will be entertained at any cost.

**Eligibility criteria:**

The tenderers should satisfy the following eligibility criteria and invariably submit the copies/documents in support of fulfilling such criteria:

- (1) The tenderer(s) should have completed in the last three financial years (i.e. current and three previous financial years), at least one single work similar to the work notified for a minimum value of 35 % of the total advertised tender value of the work.
- (2) The total contract amount received by the tenderer(s) during last three financial years & in the current financial year should be a minimum of 150% of the advertised tender value of the work for which tender is being given.
- (3) The tenderer should own minimum two vehicles of the specified sizes.
- (4) The tenderer should be a valid operator of tour/travel vehicles.
- (5) The vehicles to be supplied to o/o the CCA, Orissa should not be older than 2006 model.

The tenderer (s) may be personally present or send their authorized representatives to be present at the time of opening of the tenders in the Office of the Controller of Communication Accounts, 4<sup>th</sup> Floor, CPMG Building, Bhubaneswar.

Sd/-  
( B.K.Pradhan )  
Communication Accounts Officer  
O/o the CCA, Orissa  
Tel.0674-2395603

NIT to be issued to :

1. Contractors of vehicles / Tour and travels agencies in Bhubaneswar.
2. Notice Board
3. Office website : [www.ccaorissa.gov.in](http://www.ccaorissa.gov.in)
4. Advertisement in newspapers

### CONDITIONS OF TENDER

1. Sealed tenders on prescribed forms are invited from the eligible operators on behalf of the President of India acting in the premises through the CCA, Orissa Circle, BBSR for execution of the works detailed below-

Description of work	Approximate value (Rs)	Earnest Money (Rs.)	Cost of Tender Form (Rs.)
<b>Hiring of Vehicle</b>			
(i) Tata Sumo/Scorpio/Bolero (Non-A/C)	1,50,000/-	3,000/-	150/-
(ii) Ambassador (Non-A/c) diesel	1,14,000/-	2,300/-	
(iii) Indica (Non A/C) diesel	1,14,000/-	2,300/-	

2. The tenderer(s) may quote any one or all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are as an approximation only and may vary as per the need of the office. The O/o the CCA, Orissa does not guarantee work under each item of the schedule.
3. Rate quoted should be inclusive of any taxes/levies, etc. and should be item wise rate as indicated in the prescribed format.
4. The Tender must be accompanied by Earnest Money deposited in the form as mentioned below, failing which, the tender will not be considered and summarily rejected. Separate EMD for separate type of vehicle need to be submitted enclosing therein the deposit receipts/pay orders/demand drafts.
- Note: Government Securities (Stock Certificates, Bearer Bonds, promissory note, cash certificates, Guarantee Bonds) are not acceptable as Earnest Money.
5. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer(s) in his/their entries must be attested by him/them
6. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates/ create circumstances for the acceptance of his/their tender, the CCA, Orissa reserves the right to reject such tender at any stage.
7. If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his/their tender, the CCA shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of the tender, the CCA shall deem such tender as cancelled, unless the firm retains its character.

8. **PERFORMANCE SECURITY**

(a) Amount of security deposit of the contract will be Rs.7500/- for (i) and Rs.6000/- each for (ii) and (iii) type of vehicle tendered for as mentioned in description of work column in the NIT. The contractor shall furnish performance security for an amount of 5% of contract value in the form of Bank Guarantee as in the specified Proforma within 15 days from the date of signing the contract failing which Earnest Money Deposit will be forfeited.

9. Tender must be enclosed in a **sealed cover**, superscribed “**Hiring of vehicles (Tata Sumo/Bolero, Ambassador, Indica, etc. non-AC) for providing transport services for o/o the CCA, Orissa Circle at Bhubaneswar**” and may be dropped in the tender box kept in the office of the CCA, BBSR, or may be sent by Registered post/speed post or couriered to the CCA, BBSR office so as to reach before the stipulated date of receipt of tender. Tender(s) received after the stipulated time & date will be rejected outright.
10. The Tenderer shall keep the offer open for a minimum period of 180 days from the date of opening of tender within which period the tenderer can not withdraw his offer subject to the period being extended further, if required by mutual agreement from time to time. He will not resile from his offer or modify terms and conditions thereof in a manner not acceptable to the CCA, Orissa. Should the tenderer fail to observe or to comply with the foregoing stipulation the EMD amount liable to be forfeited.
11. The successful Tenderer(s) shall be required to execute an agreement with the Controller of Communication Accounts, Orissa Circle, BBSR on behalf of the President of India, for carrying out the work according to the terms and conditions as stipulated in the bid/tender document. The earnest money of the successful tenderer shall be retained and adjusted towards security deposit.
12. The earnest money of the unsuccessful tenderer(s) will be returned by post and the CCA will not be responsible for any loss or depreciation that may happen to the security or the earnest money while in their possession, **nor be liable to pay interest thereon.**
13. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works have been accounted for and that the rates he has quoted are adequate and all inclusive.
  - (a) When tenderer is Firm or Company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. CCA, Orissa Circle will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequently in the execution of the contract. It may, however, recognize such power or attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor
  - (b) Should a tenderer be a retired employee of the Gazetted rank or any other Gazetted Officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any department of Govt. of India owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired officer as one of its Directors, or should a tenderer have in his employment any retired Gazetted Officer and aforesaid, the full information as to the date of retirement of such Gazetted

Officer from the said service and in case where such Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

- (c) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in any department of the Govt. of India, or in case of partnership firm, or company incorporated under the India Company Law should a partner or a relative of the partner or a share holder or a relative of share holder be employed in Gazetted capacity in any Department of the Govt. of India, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be rescinded .
14. Tenderer should specifically and fully disclose their representative constitution and submit along with tenders attested copies of documents like partnership deed, articles and memorandum of association, certificates of incorporation etc., if any, in support of such disclosures, if tenderer i.e. a firm in partnership business it should be stated whether the same is registered under Indian Partnership Act and names & addresses of all partners of the firm should be fully disclosed. The O/o CCA administration shall always have the liberty to require production of the Originals of the said documents and also to make such further and other requisitions regarding the constitution of a tenderer as may be considered necessary from time to time. The Tenderer whose tender is accepted shall be required to appear in the office of the CCA, Orissa Circle, Bhubaneswar the case may be in person or if a firm or corporation, duly authorized representative shall so appear and to execute the contract documents within 7 days after notice and the contract has been awarded to him, failure to do so, shall constitute breach of the agreement affected by the acceptance of the tender in which case, the full value of earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
15. In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as here-in-before provided, the CCA may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the CCA shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such default.

16. Scope of work will be within the geographical boundary of Orissa.
17. The work should be carried on a fixed programme approved by the CCA. The method and system of carrying out the work will be described by him or his representative.
18. The CCA is not bound to accept the lowest or any other tender or to assign any reason for non-acceptance or rejection of a tender. The CCA reserves the right without assigning any reason whatsoever to -
  - a) Accept or to cancel any tender in respect of the whole or any portion of work specified in the tender papers. .
  - b) To subdivide the quantum of tendered work among different tenderers.
  - c) To accept any tender for less than the tendered quantity.
  - d) To reduce/alter the quantum of work.

**19. Force Majeure**

If at 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 the 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 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 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.

**20. Arbitration**

In case of any dispute related to this contract CCA may appoint Jt. CCA or any other Gazetted Officer of this as an Arbitrator whose decision shall be final and binding on both the parties. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

## 21. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on CCA, the same shall be reimbursed/indemnified by the Contractor.

22. Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services being offered.
23. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep CCA indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof. He shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
24. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. CCA shall have no liability whatsoever in this regard and the Contractor shall indemnify CCA against any/all claims, which may arise under the provisions of various Acts, Govt. Orders etc.
25. The Tenderer is required to read, understand and sign every page of the tender document (except blank page). He should write only in the space provided/mentioned on the rate sheet and nowhere else unless otherwise mentioned. No conditions/arbitrary remarks should be mentioned anywhere in the tender document else the tender may be summarily rejected.
26. Tender(s) should invariably enclose a copy of the documents mentioned below along with the tender document –
  - i. List of vehicles (along with registration copy) engaged by the tenderer on the date of tender.
  - ii. Proof of supplying vehicles to any Government/Public Sector offices.
  - iii. Proof of the firm being a licensed taxi operator.
  - iv. Taxi permit and insurance papers of vehicles proposed to be engaged.
  - v. Last two years income tax return and last service tax return.
  - vi. Partnership deed/registration certificate of the firm.

**SPECIAL CONDITIONS**

1. Normally contract will be awarded for 1 (one) year. However, extension for the next Year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.
2. The vehicle should be made readily available with the drivers, fuel and all necessities etc. The CCA can utilize the vehicle at any hour without any extra payment. Necessary alternative drivers and roster of Drivers etc. should be arranged for this purpose without any extra payment. Drivers shall wear clean uniforms and should have valid Driving License.
3. In case the vehicle is detained out of station over night, the CCA will provide no accommodation and no night duty allowance nor any compensation or whatsoever for the drivers and/or the Contractors.
4. Income tax and surcharge as applicable will be recovered from each bill.
5. The contractor is responsible for safe running of the vehicle and the occupant. CCA will not be responsible for any damage or accident to the vehicle.
6. The CCA reserves the right to increase/decrease number of vehicles to be supplied and operated at any stage without assigning any reason what so ever.
7. On the days of strike/bandh, etc. CCA shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
8. Vehicles should be registered as commercial vehicles and relevant documents pertaining to the vehicles and their drivers such as registration, license, insurance and pollution control etc. should be valid and current ones during the operation of the agreement.
9. Driver's salary and other element of wages are inclusive of the rate to be quoted by the contractor and is to be borne by the contractor. He shall follow all rules and regulations of court and all labour laws should be taken care of in his contractual obligations. CCA shall have all right to inspect the documents in this regard and witness payments.
10. The vehicles should be in good condition and registered not prior to 31.03.2006 in Orissa.
11. The agency/contractor should have permanent address at Bhubaneswar and has to intimate the address with telephone/ Cell Nos. to CCA, Bhubaneswar and all users of the vehicles including the authorized representative of CCA. His nominated clerk/representative should be available round the clock to the CCA for communications. In case the contractor does not have a phone/ fax, courier shall be sent at the address of the contractor and for which Rs.100/- shall be deducted from the contractor's bill on each such occasion.

12. The contractor(s) should carry minor modifications to the vehicles as and when required by him and to be used in a lawful manner, for which no compensation shall be made.
13. The Driver should have sufficient knowledge of roads and should not refuse to carry out the orders of the user.
14. LPG fuelled vehicles shall not be permitted. If an LPG fuelled vehicle is supplied then it shall be considered as default on part of the contractor.
15. The contractor should maintain Log Book recording therein the details of vehicle(s) used and submitted it for verification and payment.
16. Payment will be made once in a month for the number of days actually worked in the previous month based on the entries in the Log Book and verification.

The bill in triplicate along with duty slips/log book duly signed and stamped by the user of the vehicle or his representatives should be sent to Comm. AO(Cash), of this office for payment by 5<sup>th</sup> of the following month. Further, bills relating to particular vehicle are required to be submitted in one batch on monthly basis in chronological order (1<sup>st</sup> of the month to last date of the month) and will not be mixed up with the bills pertaining to their vehicle. In other words, the vehicle-wise bills are required to be sent to O/o CCA for payment. It should be ensured that there is no overwriting in the duty slips. Duty slips without signature will not be accepted for payment.

17. The vehicle will be hired on the monthly basis ( Saturday/Sunday and Holidays if required or on while touring ). However, minimum two days off shall be given in the month with the consent of controlling officer of the vehicle for maintenance etc of the vehicle. Penalty will be imposed for not providing the vehicle(s) in time, not providing alternative vehicle during breakdown of the vehicle in operation (s) or for frequent change of vehicle(s) (changing vehicles in more than two occasions during a month allowed). The rate of penalty will be Rs.500/- per occasion of default or non-provisioning of services. The deduction on this count will be made from the bills preferred.
18. CCA is at liberty to reject the vehicles found defective or unsuitable or not worthy to run on the road during duty time in which case the contractor will be liable for replacement of the vehicle with a suitable one failing which penalty will be imposed as indicated above.
19. Period of contract can be extended depending upon mutual agreement and as per the approval of the CCA, Orissa.
20. The CCA administration reserves the right not to call the vehicle on any day if not required. For the days, the vehicle is not called on duty no running charges will be paid wherever the vehicle is stabled on that day.
21. The price quoted shall remain firm during the currency of the agreement. No escalation of labour or materials will be allowed on this contract under any circumstances till the operation of the contract.

22. In case of non-availability of requisitioned vehicle, it will be the responsibility of the contractor to provide equivalent or upgraded model like Cielo, Opel Astra, Esteem, Ford Ikon of model not older than 2006 at the same rate with prior consent of the CCA.
23. In case where the vehicles fitted with AC system supplied against requisition of non-AC vehicles, no extra charges will be paid.
24. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the O/o CCA. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

**TENDER. FORM**

To  
 The President of India acting through the                      Sold to:  
 Controller                      of                      Communication  
 Accounts, Orissa Circle, Bhubaneswar                      MR. No.                      Dt.

1. *I/We*                      :                      .                      have read the various conditions of tender attached hereby and agree to abide by the said conditions. *I/We* also agree to keep this tender open for acceptance for a period of 180 (One Hundred Eighty) days from the date fixed for opening the same and in default thereof, *I/We* will be liable for forfeiture of my / our "Earnest Money". *I/We* offer to do the work for hiring of vehicles {Tata Indica, Tata Sumo, Scorpio, Bolero, Ambassador etc. (Non-A/C)} for providing transport services for Controller of Communication Accounts at Bhubaneswar for one year at the rates quoted in the attached schedule and hereby bind *myself/* ourselves to complete the work in all respect within from the date issue of acceptance letter of the tender.
2. *I/We* also hereby agree to abide by the General conditions of contract corrected up-to-date and to carry out the work according to the special conditions of contract and specification of materials and works as laid down by CCA in the annexed special conditions / specifications.
3. A sum of Rs ..... in the form of ..... is herewith forwarded as Earnest Money. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies in case *my/our* tender is accepted and if,
  - (a) *I/We* do not execute the contract documents within 7 (seven) days after receipt of notice issued by the CCA that such documents are ready,
  - Or*
  - I/We* do not commence the work within 15(Fifteen) days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my / our offer for this work.

Contractor's address	Signature of the Contractor
Signature of witnesses	1.
	2.

Contractor

On behalf of the President of India

**Schedule of requirements and hiring charges.**

Sl. No.	Type of vehicles	Hiring charges per vehicle(excluding diesel cost) per calendar month @ 10 hrs duty per day(0900hrs to 1900hrs)		Hiring charges per day excluding diesel cost	Charges per vehicle (excluding diesel cost) per hour beyond duty hour	Rate per Night halt 10 PM to next day 6 AM
		In figures (Rs.)	In words (Rs.)			
1	Tata Sumo / Bolero / Scorpio					
2	Ambassador diesel.					
3	Indica (diesel)					

Note-

- (i) If the rate quoted in words and figures differ then the rate quoted in words shall be taken as final. All the rate should be quoted both in figures and words and in Indian Rupees only.
- (ii) All vehicles required are non A/c and diesel variant only.
- (iii) Fuel/Diesel required for the vehicle shall be supplied by the contractor and its cost will be reimbursed by the CCA, Orissa at the rate of 10 k.m./litre for Sumo / Scorpio / Bolero and 14/16 k.m./litre for Ambassador / Indica. To work out the payment towards the cost of diesel, total K.Ms run by the vehicle for office use in a Calendar month will be taken into account. Diesel charges will be allowed basing on the rate on first date of the Calendar month. Charges for lubricant or any other requirement including Engine oil are to be borne by the Contractor.
- (iv) No. of vehicles required will be 2, however this office may require more number of vehicle on day to day basis. Hiring charges will be paid as per the rates quoted. To work out the payment towards the cost of diesel, total kms run by the vehicle for office use in a calendar month will be taken into account.
- (v) Driver of the vehicle should be equipped with a Mobile Phone provided by the vendor.
- (vi) Tata Sumo / Bolero / Scorpio will be hired for touring the rural areas on monthly / daily basis. Whenever these vehicles will be used, Ambassador / Indica vehicles will not be used.

Date:

Place:

Contractor

On behalf of the President of India