

GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS & IT  
DEPARTMENT OF TELECOMMUNICATION  
O/o PRINCIPAL CONTROLLER OF COMMUNICATION ACCOUNTS  
TAMIL NADU CIRCLE,  
R.K. NAGAR TELEPHONE EXCHANGE BUILDING, 7<sup>TH</sup> FLOOR,  
238, R.K. MUTT ROAD, CHENNAI-28

## **BID DOCUMENT FOR HIRING OF VEHICLES**

Price Rs. 552/-

## SECTION-II

### SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

The work consists on the following **PLAN** on Monthly Slab Rate based on PCCA's requirement.

#### PLAN

(Scheduled Works)

#### **Monthly KM Hire Slab:**

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars are required and the estimated number of such **hiring per Month** are tentatively indicated below.

<b>Monthly Hire slab</b>	<b>Quantity of Air-conditioned Tata Indigo/ Maruti Dezire &amp; Ambassador cars</b>	<b>Quantity of Non Air-conditioned Ambassador / Indica cars</b>
	<b>A</b>	<b>B</b>
1500 KMs / month	1	1

The Table shown in PLAN above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, office's policy, intensity of maintenance and interruption duties and developmental activities etc. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed the above estimated quantity.**

## SECTION-III

### SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Chennai. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under the Monthly Hire Plan are shown in the Scope of Work. However PCCA shall place the order only as per the actual requirement from time to time from the empanelled transporters.
3. **Duty Hours of** vehicles are normally for ten hours per day on all working days of month except Holidays. However actual duty hours / days shall be specified by actual users of vehicle.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice of requirement.
5. **Reporting Place for vehicles** is within the jurisdiction of Chennai. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user reporting/delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of PCCA and reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by PCCA, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
  - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers including Mobile Telephone Numbers must be specified in the bid.
  - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of the drivers' thro' Local Govt. offices.
  - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the PCCA and will be subject to scrutiny with the originals.
  - (iv) **Uniforms-** provide his employees with uniforms (white and white with cap) which shall be worn by them all the time while on duty.
  - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract failing which the contract would be terminated.
  - (vi) **Govt. Tax / Levy / Duty / Fine/ penalty** in connection with irregular parking, over speeding, traffic violation etc other than Service Tax for plying the vehicles in Chennai will be borne by the Service Provider.
  - (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips. Fine/ penalty in connection with irregular parking, overspending, traffic violation etc will have to be borne by the service provider.
  - (viii) **Drivers** attested copy of driving license should be submitted during the contractual period.
  - (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.

- (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items. Any change in personnel would be intimated.
- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of PCCA (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users (or the designated officer).
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of PCCA officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Unused KMs** if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs performed over and above the agreed slab for the hired vehicle. A Certificate to this effect would be given on the body of bill while submitting claim for payment.

**9. Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of PCCA or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by PCCA. The near relatives of all PCCA employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

**9. PCCA will not have obligation:-**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to Service Providers' personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify PCCA against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) 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 PCCA have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and PCCA will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

**11. Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty of upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of PCCA would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 2008 Model.
- (v) Should not refuse to provide vehicles against PCCA's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills/ the performance bank guarantee/ security deposit besides any other action which may even lead to termination of contract. The number of vehicles may be increased/ decreased depending upon requirements in future.

## SECTION-IV

### GENERAL (COMMERCIAL) CONDITIONS

#### 1. Bidder Eligibility:

1.1 The bidder should have at least One year experience supported by a certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.

1.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than 10 with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2008 (year) shall be provided.

#### 2. Right to Accept or Reject:

PCCA shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of PCCA.

#### 3. Bid Forms (Two Bid Format).

3.1 The tender should be submitted in **two covers**; One superscribing Technical Bid and Second Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted **“Tender for Hiring Vehicles”**. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Documents not submitted in the manner indicated would be liable for rejection.

3.2 Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.00 Hrs. on 27-01-2012. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in PCCA custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-2**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

3.3 Financial Bid of the selected bidders only will be opened.

3.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2**

3.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.6 The duly filled tenders must be accompanied with a **Demand Draft/ Bank Guarantee of Rs.12000/- (Rupees Twelve Thousand only) valid for 180 days** from the date of tender opening as Bid Security as per format at **Annexure-3**.

3.7 **Tender should be submitted to Jt.Controller of Communication Accounts, O/o Principal Controller of Communication Accounts, Tamil Nadu Circle on or before 13.00 hrs on 25-01-2012.**

3.8 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.9 A prospective bidder requiring any clarification on the Bid document shall notify the tendering authority in writing. The tendering authority shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

3.10 At any time, prior to the date of submission of bid, PCCA may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.11 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

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

#### 4. **Bid opening**

PCCA shall open the Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-5**). After scrutiny and evaluation of the Technical Bids, the PCCA will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

#### 5. **Bid Evaluation**

5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, PCCA 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 bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by PCCA.

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for all types of vehicles** indicated in Scope of Work in **Section-II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the bid document. If any bidder is not Quoting for all types of vehicles (i.eA, B) then comparison of total cost of similar types for which the bidder has quoted should only be considered.

#### 6. **Award of Contract**

PCCA shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4** of bid document.

#### 7. **Right to vary quantities**

PCCA reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

## 8. **Signing of Contract**

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

8.2 Upon the successful bidder furnishing the Performance Security the PCCA shall discharge its bid security in pursuant to **clause 12**.

## 9. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event PCCA may make the award to any other bidder at the discretion of PCCA or call for new bids.

## 10. **Period of validity of bids**

(i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by PCCA as non-responsive.

(ii) A bidder accepting the request of PCCA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

## 11. **Bid Price.**

11.1 The supplier shall quote price as per schedule given in **Section V** for all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

## 12. **Bid Security**

12.1 Pursuant to **clause 3.6**, the bidder must deposit Rs.12000/-/- (Rupees Twelve Thousand only) as Bid Security. The Bid Security shall be in the form of **Bank Guarantee valid for 180 days** from the date of tender opening and may be submitted in separate cover.

12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

## 13. **The Bid Security may be forfeited:**

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

i) to sign contract in accordance with clause 18

ii) to furnish performance security in accordance with clause 17 of Section IV

iii) A bid not secured in accordance with para 11.1 shall be rejected by the PCCA as Non-responsive at the bid opening state and returned to the bidder unopened.

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

## 14. **Terms of Payment:**

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/O Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user/ designated officer by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the

case may be should be produced along with the bills for payment. In case, the bills are not submitted to PCCA as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to PCCA for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

**15. Clause by clause compliance.**

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **U/S II** and General & Commercial Conditions **U/S-III**. In case of deviation a statement of deviation shall be given.

**16. Duration / Period of Contract:**

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.

**17. Performance Security:**

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value within 2 weeks of conveying PCCA's intention for accepting the bid as Performance Security.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-4** of the bid document.

17.3 Performance Security will be discharged on expiry of 30 days after completion of Service Provider's performance obligations under the contract.

17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for PCCA to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

**18. Termination of Contract**

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), PCCA may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

18.3 Notwithstanding anything contained herein, PCCA 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 whatsoever to the Service Provider.

**19. Termination for insolvency**

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

**20. Insurance**

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons/ vehicles deployed by him even for short duration. PCCA shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on PCCA, the same shall be reimbursed /indemnified by the Service Provider.

## 21. Prices:

21.1 The rates should be on monthly basis as well as daily basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

21.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, PCCA shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

21.4 In case of increase in taxes/ duties during the contractual period, PCCA shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

## 22. Price Revision:

22.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in 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:

**Increase or decrease in Petrol/Diesel during the month =**

$$\frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per litre of Diesel / Petrol consumption (KMPL)}}$$

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **9 Kms in case of AC cars** and **12 Kms in case of Non-AC Cars in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

22.2 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. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

22.3 In case of minimum average run per litre of fuel (i.e Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

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

## 23. Miscellaneous Conditions:

23.1 PCCA reserves right to counter offer price against price quoted by the bidder.

23.2 The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, PCCA reserves the right for placement of full tendered quantity on the lowest bidder.

23.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

23.4 PCCA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with PCCA and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

#### **24. 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 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 PCCA as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### **25. Arbitration:**

25.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Principal Controller of Communication Accounts, Tamil Nadu Circle or any other person appointed by him. 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 Principal Controller of Communication Accounts, Tamil Nadu Circle or by whatever designation such officers may be called. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Principal Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of PCCA or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a PCCA employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

25.2 The venue of Arbitration proceeding shall be Office of Principal Controller of Communication Accounts, Tamil Nadu Circle at 238, R.K. MUTT ROAD, CHENNAI-28 or such other place as the arbitrator may decide.

25.3 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.

**26. Set Off (Recovery of Sum Due):**

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

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with PCCA. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to PCCA on demand the balance amount, if any, due to PCCA within 30 days of the demand by PCCA.

26.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**SECTION-V**

**SCHEDULE OF REQUIREMENT AND HIRE CHARGES**

<b>S.No</b>	<b>Particulars of items</b>	<b>Rate in words in Rs</b>	<b>Rate in figure in Rs</b>
1	For 1500 kms run per month		
2	Extra km charges in Rs		
3	Extra hour charges per hour		
4	Outstation charges per night		

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**DATE**

**SIGNATURE  
SEAL**

**FINANCIAL BID**

Tender No.....  
.....

Date

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having read and understood the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum and for the period specified for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of .....

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

**Encls:** Schedule of Requirement & Hire charges

**SUB: HIRING OF VEHICLES FOR PCCA**

Tender Ref:

Date:

**TECHNICAL BID**

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

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of .....(please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at <b>Annexure-2A</b> .	

DATE

SIGNATURE

SEAL

**Statement of Vehicles owned by the Bidder****BIDDER'S NAME:** \_\_\_\_\_**COMPANY'S NAME:** \_\_\_\_\_

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Ambassador/ Indica/ Indigo Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Note:** Use additional sheets if required.**Declaration:**

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

**DATE****BIDDERS'S SIGNATURE****OFFICE SEAL**

**BID SECURITY BOND**

Whereas .....(hereafter called “the Bidder”) has submitted its bid dated ..... For hiring contract of commercial vehicles Tender No.....

.....**KNOW ALL MEN** by these Presents that We ..... of ..... having our registered office at ..... (hereafter called “the Bank”) are bound unto .....PCCA, in the sum of Rs. .... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
  - (a) fails or refuses to execute the Contract, if required, or
  - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to ..... , PCCA up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, PCCA will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Bid Document up to and including one hundred and eighty (180) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness Name of Witness Address of Witness	Signature of the Bank Name Signed in Capacity of Full Address of Branch Tel. No. of Branch Fax No. of Branch
---	---

## PERFORMANCE SECURITY BOND

In consideration of Principal Controller of Communication Accounts, Tamil Nadu Circle (here in after called the PCCA, New Delhi) having agreed to exempt

\_\_\_\_\_ (here in after 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 Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, \_\_\_\_\_ (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Service Provider's do hereby undertake to pay to the PCCA, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the PCCA, \_\_\_\_\_ by reason of any breach by the said Service Provider's of any of the 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 PCCA, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the PCCA, \_\_\_\_\_ 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 PCCA, \_\_\_\_\_ 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 PCCA, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees 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 PCCA, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till PCCA, \_\_\_\_\_ 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 PCCA, \_\_\_\_\_ that the PCCA, \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the PCCA, \_\_\_\_\_ 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 the PCCA, \_\_\_\_\_ or any indulgence by the PCCA, \_\_\_\_\_ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by PCCA.

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.

**LETTER OF AUTHORISATION FOR ATTENDING BID  
OPENING**

**(To reach on \_\_\_\_\_ or before date of bid opening)**

To

The Principal Controller of Communication Accounts,  
Tamil Nadu Circle

Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in  
the \_\_\_\_\_ Tender \_\_\_\_\_ of  
\_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder)  
in order of preference given below.

<b>Order of Preference Signature</b>	<b>Name</b>	<b>Specimen</b>
--	-------------	-----------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**FORMAT OF DUTY SLIP**

**(Print Name of the company & address)**

Sl. No..... Date.....  
**( to be filled by contractor )**

- 1. Regn. No of Vehicle :.....
- 2. A/C or Non-A/C ....., Model & Year ....., petrol/Diesel/CNG.....
- 3. Name, Designation & address of user  
.....  
.....  
.....

---

**( to be filled by user )**

- 4. Purpose of Journey (detail)  
.....
- 5. Places visited  
.....
- 6. Meter Reading at Starting Point ..... at closing Point  
.....
- 7. Total KMs Run .....
- 8. Time at Starting Point ..... at closing Point .....
- 9. Extra Detention Hours (beyond duty Hrs.) .....
- 10. Charges for Parking/Toll Tax etc.....
- 11. Number of Night Halts ( for outstation journey only) .....

Driver's Name & Signature

Signature of User

## **AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/S \_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Sh. \_\_\_\_\_

**AND**

Principal Controller of Communication Accounts, Tamil Nadu Circle ( herein after called the PCCA whose term includes its successors and assignees) whose registered office is situated at 238, R.K. MUTT ROAD, CHENNAI-28. The Service Provider will provide Commercial vehicles on hire basis for Principal Controller of Communication Accounts, Tamil Nadu Circle for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Service Provider shall, during the period of this contract, that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. PCCA shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to PCCA. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by PCCA.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of PCCA indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III ( herein after called Hire order ) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the PCCA and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to PCCA not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The PCCA only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the PCCA is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the PCCA then the PCCA 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 Service Provider

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the Administration Section of o/o Principal Controller of Communication Accounts, Tamil Nadu Circle on monthly basis for release of payment by PCCA.

8. The driver of the vehicle shall always hold a valid Driving Licence, Photo Identity Card issued by the PCCA Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by PCCA, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / PCCA officials. On the basis of these duty slips, the bills shall be raised to PCCA by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to PCCA and if the service is not found satisfactory enough, the PCCA shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of Bid Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section III of Bid Document.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the Plan-1. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

11.1 Non-availability or refusal of vehicles as requisitioned by PCCA for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.

11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. PCCA shall have no liability whatsoever.

12. The Bid Document No. PCCA/TN/ADMN/HIRING OF VEHICLES/2011-12 Dated 10-01-2012 schedules annexure/appendix which we annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be 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 Service Provider. PCCA shall not be liable for any loss, damages, etc suffered/ to be suffered by Service Provider or third party as the case may be.

15. If for any reason the PCCA is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the PCCA regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the PCCA against all such liability.

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. The Service Provider will also ensure that they will not supply the vehicles to PCCA which are either owned by employees of PCCA either directly recruited or on deputation to PCCA or their near relatives as defined in Sch-IA of Company Act 1956 and clause (9.i) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

20. Service Provider shall not engage any person below 18 years of age.

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

22. The KMs not used during a particular month shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Principal Controller of Communication Accounts, Tamil Nadu Circle or any other person appointed by him. 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 Principal Controller of Communication Accounts, Tamil Nadu Circle or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator

for any reasons whatsoever, the Principal Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of PCCA or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a PCCA employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of Principal Controller of Communication Accounts, Tamil Nadu Circle at 238, R.K. Mutt Road, Chennai-28 or such other place as the arbitrator may decide.

24. If the Service Provider institutes any legal proceedings against the PCCA to enforce any of its rights under this agreement it shall be in the legal jurisdiction of PCCA where the vehicle has been hired and not the place where the Service Provider has his registered office.

25. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

26. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify PCCA in the proforma annexed as Appendix -V duly attested by a Magistrate / Executive Magistrate.

27. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:

\_\_\_\_\_  
(Name of Service Provider)

Address : \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

**And**

Principal Controller of Communication Accounts, Tamil Nadu Circle  
Address : 238, R.K. Mutt Road, Chennai-28

Tel :24955802 Fax : 24955820 E-mail : jtccatn@gmail.com

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of despatch, if transmitted by internationally recognized courier or registered air mail.

Signed \_\_\_\_\_

For and on behalf of the PCCA

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

1.

2.

Signed \_\_\_\_\_

For and on behalf of the Service Provider

Name(caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

1.

2.

## Appendix- I

### SCHEDULE OF REQUIREMENT AND HIRE CHARGES

S.No	Particulars of items	Rate in words in Rs	Rate in figure in Rs
<b>Non-A/c Vehicle – Ambassador/ Indica</b>			
1	For 1500 kms run per month		
2	Extra km charges in Rs		
3	Extra hour charges per hour		
4	Outstation charges per night		
<b>A/C Vehicle – Ford Ikon/ Indigo</b>			
1	For 1500 Kms per 25 Days		
2	Extra Km charges in Rs		
3	Extra hour charges per hour		
4	Outstation charges per night		

DATE

SIGNATURE

SEAL

## Appendix- II

### Principal Controller of Communication Accounts, Tamil Nadu Circle (Part of Agreement for vehicle hire)

Period of contract :- From: \_\_\_\_\_ To \_\_\_\_\_

Name of Unit:PCCA, Tamil Nadu Circle, Chennai

Sl. No.	Name of Unit	Address	No. of vehicles allotted for hire	Monthly Hire Charges Per Vehicle	Make	Model Euro-I/ II	Monthly Contracted Kms
1	PCCA, TN Circle, Chennai	164/238, R.K. Mutt Road, Chennai-28	01- A/c & 01- NonA/c	As per rates mentioned in App.I			1500 Kms

---

Signed \_\_\_\_\_  
( on behalf of PCCA)

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-III

Principal Controller of Communication Accounts, Tamil Nadu Circle

### Hire Order

( only by specified authority )

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated \_\_\_\_\_ between \_\_\_\_\_  
(the Service Provider) and \_\_\_\_\_ ,  
the Authority (the PCCA)

#### Order details

PCCA's order number \_\_\_\_\_ Service Provider's  
reference \_\_\_\_\_

Name of Hiring unit \_\_\_\_\_

Designation of authority hiring \_\_\_\_\_

Delivery address  
\_\_\_\_\_  
\_\_\_\_\_

#### Vehicle details

Make \_\_\_\_\_ Model ( year of manufacture) \_\_\_\_\_

Fuel used \_\_\_\_\_ Horse Power ( cc ) \_\_\_\_\_ Euro I / II \_\_\_\_\_

Any other details \_\_\_\_\_

#### Hire details

Vehicle delivery date \_\_\_\_\_ Period of hire (months)  
\_\_\_\_\_

Monthly hire charge Rs. \_\_\_\_\_

Contracted monthly mileage \_\_\_\_\_ Kms

Signed \_\_\_\_\_

( on behalf of PCCA)

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-IV

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in Principal Controller of Communication Accounts, Tamil Nadu Circle, vide No: PCCA/TN/ADMN/Hiring of Vehicles/11-12, Dt.10-01-2012 as required under Section-IV , clause (8) of Bid-Documents)

### **CERTIFICATE**

I \_\_\_\_\_, S/O

\_\_\_\_\_ ,

R/O \_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section-IV, item(7) of Bid document is/ are employed in PCCA unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, PCCA shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

Signed \_\_\_\_\_

For and on behalf of the Service

Provider

Name(caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-V

### UNDERTAKING

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)-----  
S/O -----residing at-----on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----  
-and duly authorised to sign, file and verify present undertaking by the said -----  
----- (Name of the Firm, Company, Trust, Society, etc.) in favour of Principal Controller of Communication Accounts having its Registered Office at 238, R.K. Mutt Road, Chennai-28 hereinafter called PCCA)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S PCCA invited bids for -----, I/We participated in the bidding process and emerged as successful bidder with respect to Tender No.-----  
-----, I/ We ----- acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

- (1) I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with PCCA.
- (ii) I/We shall fully protect, indemnify and hold harmless PCCA and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:
  - Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will

be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

- Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

OR

- Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

**WITNESS :** 1. ....

2. ....