



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprises)

## **BID DOCUMENT**

**TENDER DOCUMENT FOR HIRING OF VEHICLES  
FOR FIELD & HQs DUTIES OF CUTTACK TELECOM DISTRICT  
(WITHIN THE AREA OF CUTTACK, KENDRAPARA, JAJPUR & JAGATSINGHPUR REVENUE  
DISTRICT)**

Tender No : G-234/2015-16/2, Dated at Cuttack 26<sup>th</sup> March 2015

OFFICE OF THE GENERAL MANAGER, CUTTACK TELECOM DISTRICT  
DOOR SANCHAR BHAWAN, LINK ROAD, CUTTACK-753012

Visit us at : [www.orissa.bsnl.co.in/cuttack](http://www.orissa.bsnl.co.in/cuttack)

**Cost of tender paper:- 1050.00 (Rupees one thousand and fifty) only**

TO BE SUBMITTED BY: Tenderer

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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Read, understood, complied and agreed  
Signature and seal of bidder (with date)

## NOTICE INVITING TENDER

### Section-I

### BHARAT SANCHAR NIGAM LIMITED

( A Govt. of India Enterprise )

**O/o the .GMTD, Cuttack-753012**

On behalf of Bharat Sanchar Nigam Limited, wax/cello-taped sealed open tenders are invited by the General Manager, Telecom District, Cuttack from the prospective Service Providers recognized by Govt. of India/State Govt. as Tourist Transport Operator, or registered under Companies Act or registered as Firm and having at least 2 (two) nos. of vehicle in his/her own name or firm's name of providing diesel run **commercial multiutility vehicles**. The firm should have a valid experience certificate of minimum one year before the date of NIT from the competent authority of any PSU/Central/State Govt. or reputed Private Ltd Companies/Firms for having executed similar contracts of providing at least 2 (Two) diesel **commercial vehicles** of models not older than year 2012 such as Ambassador, Indica, Indigo, Sumo, Swift Desire, Zest Marshal and Bolero (all Non-A/C). The vehicles will be deployed at different places/subdivisions of Cuttack Telecom District (within the area of Kendrapara, Jajpur, Jagatsinghpur and Cuttack revenue districts)

The Bid documents and subsequent clarification on bid terms if any can be downloaded from BSNL website [www.orissa.bsnl.co.in/cuttack](http://www.orissa.bsnl.co.in/cuttack). The intending eligible bidder can submit the Bid which must be accompanied by Demand Draft for `1050/- (Rupees one thousand and fifty) only drawn on any scheduled Bank in favour of A.O. (Cash) O/o GMTD, Cuttack payable at Cuttack as the cost of bid documents and the same should be kept with Technical Bid in addition to the Demand Draft for `1,80,000/- (Rupees one lakh Eighty thousand) only as Bid Security.

#### **Schedule to the invitation of tender**

	Location and Address of the authority inviting tender	General Manager, Telecom District, Link Road, Cuttack
2	Tender No	G234/2015-16/2 Dated at Cuttack 26 <sup>th</sup> March 2015
3	Time and Date of Submission of Tender/Bid	From 10.00 Hrs to 13.00 Hrs of 24-04-2015
4	Time and date of Opening of Tender (Technical Bid).	15.00hrs of 24-04-2015
5	Opening of Tender (Financial Bid)	Will be intimated latter on
6	Minimum Validity of Tender offer	180 days from the date opening
7	Cost of Tender Paper	`1050/- ( ` 1000+`50 as ST)
8	Type and number of vehicle to be provided	Car/multiutility diesel run Non-AC light vehicle like Ambassadors, Tata Indica/Tata indigo/Swift Desire/Zest, Tata Sumo/Marshal & Bolero Diesel . Approximately 25 numbers
9	Duration of contract	One Year, extendable up to another one year with same terms and conditions
10	Estimated cost of contract (Approx.)	` 90,00,000/- (Rupees Ninety Lakh only)
11	Bid security:-	` 1,80,000/- (Rupees one lakh Eighty thousand only)
12	Rejection of tender paper	General Manager Telecom District, Cuttack reserves the right to cancel/reject any or all the tenders without assigning any reason thereof and also not bound to accept the lowest tender.
13	Availability of Tender Document	Can be downloaded from BSNL website <a href="http://www.orissa.bsnl.co.in/cuttack">www.orissa.bsnl.co.in/cuttack</a> . It must be accompanied with DD for `1050/- as cost of documents and ` 1,80,000/- as EMD separately with the <b>TECHNICAL BID</b>

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

**D.G.M. (NW/OP(City))**  
Telecom Disgtrict, Cuttack

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**SECTION –II**  
**TENDER INFORMATION**

1. **Type of Tender:** The bidder shall submit Techno-Commercial and Finance bids simultaneously. The bids will be evaluated Tech-Commercially first and thereafter Financial bid of Techno-Commercially compliant bidders only shall be opened. The first envelop will be named as Techno-Commercial and will contain documents of bidder's satisfying the eligibility/Technical and commercial condition and 2<sup>nd</sup> envelope will be named as financial envelope containing financial quote **Section-VI(A)**
2. **Bid Validity Period/Validity of bid Offer:** 180 days from the tender opening date
3. **Payment Terms:** As per **Clause 4 Section Section-V**
4. **Issue of Work Order:** AGM (HR & Admn) of this office or any other authority as ordered/considered by the Head of the SSA.
5. **Technical Bid:** as per **Section VI(B)**
6. **Financial Bid:** as per **Section VI(A)**

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

**SECTION-III**  
**Scope of Work**

The Bidders are required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc. and carry out periodical maintenance and execute the work through their Supervisor having his office within Cuttack SSA and the same should be manned during office hour with 24 hours telephone facility and fax facility.

The work consists of two parts namely PLAN-1 and PLAN-2 Monthly Slab Rate and Daily Rate based on BSNL's requirement.

PLAN-1 (Scheduled Works): Monthly KM Hire Slab-

As per monthly requirement the vehicles will be requisitioned. The monthly KM hire slab on which vehicles are required are given:

Slab No	Monthly KM Hire slab	Qty of Non A/C Diesel Ambassadors/Indica Cars	Qty. of Non A/C Diesel Indigo Car	Qty. of Non A/C Diesel Sumo /Jeep/Marshall/ Bolero	Likely place of deployment
		A	B	C	
01	1500 KM	2			Cuttack TD Area
02	1800 KM	1			Cuttack TD Area
03	2000 KM	11		4	Cuttack TD Area
04	2250 KM				Cuttack TD Area
05	2500 KM	4	1	4	Cuttack TD Area
06	2750 KM				Cuttack TD Area
07	3000 KM				Cuttack TD Area
08	3500 KM		1		Cuttack TD Area

PLAN-2 (Non-Schedule Works): Daily Time-KM Hire Slab:

As per contingent and occasional requirement for day to day work vehicles will be requisitioned. The Time-KM Hire Slab indicated below:

Slab No.	Time KM Hire Slab
01	2 Hrs-20 Kms
02	4 Hrs-40 Kms
03	6 Hrs-60 Kms
04	8Hrs-80 Kms
05	10 Hrs-100 Kms
06	12 Hrs-120 Kms
07	14 Hrs-140 Kms
08	16 Hrs-160 Kms

Note: The Bidders responding to this NIT have to quote both PLAN-1 & PLAN-2 and each Plan will be evaluated independently. The Bidders are required to quote for all Hiring Slabs for all types of vehicles indicated in the respective Plan

The table shown in PLAN 1&2 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company'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 requirements is not anticipated in this tender but may not exceed 25% of the above estimated quantity.

Read, understood, complied & agreed  
Signature & seal of bidder (with date)

## SECTION –IV GENERAL INSTRUCTIONS TO BIDDERS

### 1.0 DEFINATION

- (a) **“The Tendering Authority”** means General Manager, BSNL, Cuttack Telecom District.
- (b) **“ The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (c) **“The Supplier/Service Provider”** means the individual or firm supplying the light commercial vehicles on contract.
- (d) **“The Work Order”** means the order placed by the Tendering authority on the Supplier signed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as “Contract” appearing in the document.
- (e) **“The Contract Price”** means the price payable to the Supplier/Service Provider under the work order for the full and proper performance of its contractual obligations.
- (f) **“Successful Bidder(s)”** means the bidder(s) to who work in this tender is awarded.
- (g) **“Service Provider”** means the contractor who provides service by engaging vehicle(s) to the work/service of BSNL i.e. GM, Cuttack Telecom District on contract basis.

### 2.0 ELIGIBILITY CONDITIONS:

- a. The bidder should have valid registration of the firm/agency recognized by Govt. of India/ State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.
- b. The bidder should furnish EMD as per **Clause 11 of Sec-IV** and cost of bid document.
- c. The bidder should have Service Tax registration certificate in the firm/bidder’s name as applicable under Service Tax Rule.
- d. The bidder should have experience certificate from the competent authority for at least one year before the date of NIT from any PSU/Central or State Govt. or reputed Private Ltd. Companies/Firms of providing minimum two numbers of vehicle regarding satisfactory performance of the contract on hiring of vehicle.
- e. The bidder should have PAN card of the firm/individual in case proprietorship and Income Tax return for the assessment Year 2013-2014 & 2014-2015.
- f. The bidder should furnish certificate of no near relatives in BSNL as per **Annexure-2**.
- g. The bidder should furnish Letter of Authorisation for attending bid opening as per **Annexure-8**.
- h. The bidder should submit a declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2012 for required number of vehicles as per **Section III**
- i. The bidder should furnish Bid form as per **Annexure-5**.
- j. The bidder should furnish Undertaking and declaration as per format at **Annexure-1**.

- k.** The bidder should sign with dates on all pages of bid documents and the documents understood, complied and agreed to.
- l.** The bidder should furnish Clause by clause compliance – **Appendix-A** duly filled and signed.
- m.** The bidder should furnish Declaration of Non-tampering of tender documents vide **Appendix-B** duly filled in and signed.
- n.** Following documents should be furnished in support of the proof of ownership or holding lease or sale deed:
  - (i) Vehicle Model
  - (ii) Registration Number etc, RTO Registration details, RC Book/Commercial License
  - (iii) Road Tax paid details
  - (iv) Insurance Policy
  - (v) Taxi Permit
  - (vi) Fitness Certificate of the vehicle
- o.** The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a notary public or registered before Sub-Register of the state(s) concerned. The power of Attorney may be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Bode corporate. In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

**NOTE:** (1) All the documents must be dated attested by the Gazzetted officer/ Notary (Public)

(2) Originals should be produced for verification before award of the contract.

### 3.0 **COST OF BIDDING**

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

### 4.0 **DOCUMENTS REQUIRED (As per Sec-iv clause No:-2.0)**

4.1 Bid document consists of:

- a.** Notice Inviting Tender –**Section-I**
- b.** Tender Information- **Section-II**
- c.** Scope of Work/Technical Specifications-**Section-III**
- d.** General Instructions to Bidder **Section-IV**
- e.** General (Commercial) Conditions of Contract **Section-V**
- f.** Special Conditions of Contract **Section-V(A)**
- g.** Financial Bid- **Section-VI & VI(A)**
- h.** Technical Bid- **Section-VI(B)**

6.2 The bidder is requested to examine all instructions, forms, terms and conditions, specifications etc. in the Bid Documents and clarifications/amendments/addenda if any subsequently made. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

## 5.0 **CLARIFICATION OF BID DOCUMENTS**

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Tender Authority in writing by FAX or at the Tender authority's mail address as indicated in the invitation of Bid. The Tender authority shall respond in writing to any request for the clarification of the Bid Documents, which it receives before 14 days of last date of the submission of bids. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent to all the prospective bidders who have received the bid documents.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

## 6.0 **AMENDMENT OF BID DOCUMENTS**

6.1 The amendments shall be notified in writing to all prospective bidders on the address intimated at the time of purchase of bid document and these amendments will be binding on them. The bidders downloading the tender document from website should intimate their mailing address, Tel. No Fax. No for intimation of amendments.

6.2 At any time, prior to the date of submission of bid, tendering authority 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.

6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the dead line for submission of bids suitable.

## 7.0 **DOCUMENTS COMPRISING THE BID**

7.1 It is a two bid system and the bid prepared by the bidder shall comprise the following components:

### **TECHNICAL BID:**

The Technical Bid consists of the following documents:

- a. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted in accordance with the **Clause 3 & 4**.
- b. Bid Security furnished in accordance with **Clause 11**.
- c. A Clause by Clause compliance as per **Clause 10**.
- d. A Bid form and price schedule completed in accordance with **Clause 8 and 9**
- e. Tender cost

### **FINANCIAL BID**

Financial bid shall comprise the completed "**PRICE SCHEDULE**" (**Section –VI**) in accordance with **Clause- 9**

## 8.0 **BID FORM**

8.1 The bidder shall complete and sign the Bid Form as per **Annexure-5** and submit along with tender documents in the envelope containing the Technical Bid. The bidder(s) should undertake, to enter in to an 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 the bidder(s) **Annexure-6**

## 9.0 **BID PRICE**

9.1 The supplier shall quote price as per schedule given in **Section VI** for all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, excluding 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.



- 9.2 The price quoted by the bidder shall remain fixed during entire period of Contract and 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.
- 9.3 “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- 10 **CLAUSE BY CLAUSE COMPLIANCE**
- 10.1 A clause by clause compliance of service on Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR, General (Commercial) Conditions and Special (Commercial) Conditions shall not be considered.
- 11.0 **BID SECURITY**
- 11.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in **Section-I**. The Bid Security shall be submitted in the form of Demand Draft valid for 180 days from the date of tender opening and may be submitted with Technical Bid. The bid security shall be in the form of crossed DD of amount only from any Nationalized/Scheduled Bank drawn in favour of A.O. (Cash) O/o General Manager, BSNL, Cuttack Telecom District, Cuttack payable at Cuttack.
- 11.2 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily in accordance with **Clause-2.1** of **Section –V** and furnish the Performance Security.
- 11.3 A bid not secured in accordance with PARA 11.1 shall be treated as non-responsive and shall be rejected by the tendering authority
- 11.4 The bid security is required to protect the tendering authority against the risk of bidder’s conduct which would warrant the forfeiture of bid security, pursuant to Para 11.6.
- 11.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later 30 days after the expiry of the period of bid validity prescribed by the tendering authority.
- 11.6 The Bid Security may be forfeited
- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form;
  - b. If the successful bidder fails-
    - (i) To sign contract in accordance with **Clause 26**
    - (ii) To furnish performance security in accordance with **Clause 2 of Section-V**
- 12.0 **PERIOD OF VALIDITY OF BIDS**
- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the tendering authority as non-responsive.
- 12.1 A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify his bid.
- 13.0 **FORMAT AND SIGNING OF BID**
- 13.1 The bidder shall submit his bid sealed envelopes physically complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

14.0 **SEALING AND MARKING OF BIDS**

14.1 The bid should be submitted as per **Clause II** of tender information.

14.2 The bid is Single stage and two envelopes system i.e. the bidder shall submit his bid in two envelopes. The first envelope will be named as Techno-Commercial bid. This envelope will contain documents of bidders satisfying the eligibility/Technical and commercial conditions as per **Clause 2 and 4** with Bid Security as per **Clause-11**. Second envelope will be the Financial bid containing Price Schedule as per **Section-VI**

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid duly marked 'TECHNO-COMMERCIAL BID'. The cover second envelope shall contain the 'Original Copy' of the financial bid and duly marked 'FINANCIAL BID'

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

14.3 (a) The envelope shall be addressed to

AGM (HR&Admn)  
O/o the GM, BSNL  
Cuttack Telecom District  
Link Road, Cuttack-12

(b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' April 2015.

(c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the tenderer to return the bid unopened in case it is declared to be received 'late'.

(d) Tender should be deposited in the tender box provided in the chamber of AGM (HR&Admn), GMTD, Cuttack or sent by post. The responsibility for ensuring that the tenders are delivered in time will vest with the bidder.

(e) If both the envelopes are not sealed and marked as required the bid shall be rejected.

(f) The bid shall be opened in the chamber of AGM (HR & Admn), O/o GMTD, Cuttack.

15.0 **SUBMISSION OF BIDS**

15.1 The bid must be submitted by the bidders on or before the specified date and time indicated in **Section-I**

15.2 The Tendering Authority may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **Clause 6** in which case all rights and obligations of the Tendering Authority and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.0 **LATE BIDS**

No bid shall be accepted after the specified deadline for submission of bids prescribed by the Tendering Authority.

17.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid

17.2 The bidder's modification revision or withdrawal shall have to be physically as per **Clause 14**

17.3 Subject to **Clause 19**, no bid shall be modified subsequent to the deadline for submission of bid.

18.0 **OPENING OF BIDS**

18.1 The bids shall be opened in the presence of the authorized representatives of bidders at time and date specified in **Section 1** on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

18.2 The bid will open in two stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids and sealed financial bids will be handed over to DGM (Rural) for retention. The CET will evaluate Techno-Commercial bids and the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno commercially eligible bidders/authorized representatives on the date and time intimated in the notice sent to them.

18.3 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19.0 **CLARIFICATION OF BIDS**

19.1 To assist in the examination, evaluation and comparison of bids, the Tendering Authority may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the Tendering Authority at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

20.0 **PRELIMINARY EVALUATION**

20.1 Tendering Authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.2 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 Tendering Authority.

20.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.

20.4 A substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The Tendering Authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

20.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

- 20.6 The Tendering Authority may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 21.0 **EVALUATION AND COMPARISON**
- 21.1 The Tendering Authority shall evaluation detail and compare the bids previously determined to be substantially responsive pursuant to **Clause-20**
- 21.2 The evaluation and comparison of responsive bids shall be done on price of the items offered inclusive of levies and taxes i.e. as indicated in each column of the price schedule in **Section-VI** of the bid documents excluding service tax.
- 21.3 Tendering Authority may, if feels so, negotiate with L-1 bidder only or can make counter offer against the prices quoted by any bidder.
- 21.4 The tender shall be evaluated by a committee (TEC/TOC) to be appointed by General Manager. The Committee shall decide its own criterion of evaluation of tenders. The criterion decided by the Committee for evaluation of tender shall be final and binding on all the concerned.
- 21.5 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 Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If supplier does not accept the correction of the errors, his bid shall be rejected.
- 22.0 **CONTACTING THE TENDERING AUTHORITY**
- 22.1 Subject to **Clause 19**, no bidder shall try to influence the Tendering Authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to modify its bid or influence the Tendering Authority in its bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 23.0 **AWARD OF CONTRACT**
- 23.1 Tendering Authority 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 **Annexure-3** with the bid document. The Tendering Authority shall have the right to keep more than one contractor.
- 23.2 The bidder with the lowest evaluated price will be considered for about 70% of tendered quantity and the balance quantity may be considered in the remaining bidders provided they agree to accept the lowest approved rate. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

24.0 **RIGHT TO VARY QUANTITIES**

24.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of work and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

- (a) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of work and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO/LOI in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and services to be obtained within current period scheduled afresh.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing venders, the Tendering Authority reserves the right to place repeat order up to 100% of the quantities of works and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO/LOI in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

25.0 **TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Tendering Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability.

26.0 **SIGNING OF CONTRACT**

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

26.2 BSNL shall discharge the bid security of the successful bidder on furnishing the Performance Security in pursuant to **Clause 11.2 of Section-IV**

27.0 **ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of **Clause 23** shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Tendering Authority may make the award to any other bidder at the discretion of the Tendering Authority or call for new bids.

28.0 **HIRING DETAILS**

- 28.1 a. The fuel (Diesel) required for the vehicle shall be supplied by the contractor and its cost will be considered at the rate of one liter per **14 Kms.** for Tata-Indica/Ambassador, one liter per **12 KMs** for Tata-Sumo/ Tata-Indigo/Marshall/Armada/Bolero for diesel, the Kms run by the vehicle in case of any shortfall Kms to the respective slab. The cost of the fuel will be taken as per the prevailing market rate. The increase/decrease in fuel price will be regulated as per **Clause 10.2 of Section-V**
- b. Consumables like lubricant, tyres, battery and repairs, maintenance, taxes, insurance etc .will be borne by the service provider.
- c. The rates will be finalized for calendar month. But the payment will be made proportionately for the number of days for which the vehicle is used by the controlling officer that is (Monthly rent/No of days of that month) no of days the vehicle used.
- d. Normally the vehicle shall be required to report for duty for duration of 10 hours per day. The controlling officer of vehicle will regulate time of arrival and departure.
- e. Counting of distance will be from the starting point of the user and closing at the point wherever the user completes his travel but the chargeable distance in this case shall be on actual basis or 5 Kms whichever is less in each way.
- f. Payment of any Govt. Tax or duty for plying the vehicles will be the responsibility of the contractor. The bidder must avail ST abatement and indicate the same while preferring the bill.
- g. Parking and Toll Fee if any may be claimed by proving the Parking/Toll receipts.
- h. Any extra time run after the normal duty run of 10 hours as stated in item (d) above shall be added together and rounded off to the nearest hour during a month.
- i. The vehicle may be deployed in any place within the jurisdiction of GM, Cuttack Telecom District, Cuttack. In case detention of the vehicles of any particular station other than headquarter is required due to night halt, the night halt amount will be paid. The duty will be treated as terminated at the end of journey of the outstation. If the vehicle starts duty at 7 A.M. and reaches the destination of 7 P.M. and halts, then Extra Hours for 2 Hrs. and night halt allowance will be paid.
- j. The vehicle should always be provided in good and trouble free running condition.
- k. Vehicle upkeep shall be in good conditions along with good and clean seat covers and curtains.
- l. In case of breakdown of the vehicle, the contractor shall make arrangement to provide alternate vehicle of his own cost. Inability on the part of the contractor to provide another vehicle in such case, deduction to the extent of extra expenditure incurred by this office will be made from the amount payable to the contractor from the 'Performance Security' of the contractor.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

- m. The vehicle is to be maintained by the contractor at his own cost. The tendering authority will not be liable for any payments to the contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/contractor to report with Police and other administrative authorities.
- n. All the cases including those filed in the court of law due to breach of normal traffic rules or due to accident, labour dispute etc. is to be defended by the contractor himself and no extra amount will be paid by the BSNL in this regard.
- o. The contractor will have to always maintain valid vehicle Registration Certificate, Insurance papers, PUC, Tax payment documents etc. to avoid any kind of tussle with any other Government agencies en-route or at any time and should submit its photo copies duly attested by a Gazetted Officer. The original of these documents will always be made available with driver while running the vehicle. The vehicle should have a valid Taxi license.
- p. All requirements under law i.e labour etc. will be the responsibility of the contractor
- q. The contractor should have a telephone/Mobile in office as well as in residence for contact.
- r. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. BSNL shall not be liable to pay any extra amount for his night halt. He should be literate of M.E. standard or above, obedient, disciplined as well as dressed and well behaved and also punctual. He should possess valid driving license. In case any deficiency is found with Driver from these normal requirements, the contractor will be required to replace the Driver with a new one.
- s. The driver is to maintain a separate Log Book as per **Section-XII** for this purpose for signing by the Users, which would be produced to the Department Controlling Authority along with the claim for the month.
- t. The bidder shall furnish a statement of Vehicle owned as per **Annexure-9**
- u. The contractor may take two days as per convenience of both the contractor and hirer (BSNL) if the vehicle used in Sundays/Holidays leaving no time, for maintenance work.
- v. The contractor may take two days as per convenience of both the contractor and hirer (BSNL) if the vehicle used in Sundays/Holidays leaving no time, for maintenance work
- w. In case of minimum average run per liter 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.
- x. In case of non provision of vehicle continuously for a period of more than one week it shall be treated as a breach of contract and the S.D shall be forfeited to BSNL.
- y. If the contractor fails or neglect any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of S.D furnished by the bidder as compensation for any loss resulting from such failure.
- z. No Sub-contradicting by the contractor is permissible.
- za. The liability under relevant section of motor vehicle Act-1968 & IPC causing death of permanent viability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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29.0 **REJECTION OF BID**

29.1 The bid will be rejected in case of:

- (a) Non-submission of document as per **clause 2 and 4 of Section IV**
- (b) Bid quoted with conditional rate/adjustable price, **Clause 9 Section IV**
- (c) Non-submission of bid security, **Clause 11 Section IV**
- (d) Non-sealing of envelopes properly, **Clause 15.1 Section IV**
- (e) Late submission of bid, **Clause 16 Section IV**
- (f) Non-acceptance of correction of price **Clause 21.5 Section IV**

30.0 **DEBARRING CONDITION**

- (i) No sub contracting of the service allotted is permissible
- (ii) Tampering of meter readings, Usage timings, overwriting of log book and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iii) Service provider shall not engage any person below 18 years of age
- (iv) No vehicle should be supplied having registration in the Name of any employee of BSNL or their close relative.

31.0 **NEAR-RELATIONSHIP CERTIFICATE**

31.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

31.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

31.3 The near relatives for this purpose are defined as:-

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

31.4. The format of the certificate is given in **Annexure-2**



32. **VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking and declaring to indemnify is to be submitted as per **Appendix-E**

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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**SECTION V  
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

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

**2 Performance Security**

- 2.1** The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value within **2 weeks** of conveying BSNL's intention for accepting the bid as Performance Security. The tendered value will be calculated with the approved rates with number vehicle for one year. (Tendered value = **Sum of hired charge for one year X number of vehicles**)
- 2.2.** Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Proforma provided in **Annexure-3** of the bid document.
- 2.4** Performance Security will be discharged **after 3 months** of completion of contractor's performance obligations under the contract.
- 2.5** If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure

**3. EXECUTION TIME LIMIT**

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

**4. PAYMENT TERMS**

- i) The payment would be made to the contractor within 30 working days from the date of receipt of a bill in triplicate forwarded to the controlling authority (specified in the work order). The bills shall also be accompanied with a pre-receipt duly stamped to facilitate early payment. The final receipt indicating particulars of payment viz. amount received cheques/draft No. & Date, Bill No. & Date and month of the bill etc. shall also be submitted on receipt of actual payment. The copies of Service Tax paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment otherwise bills will not be paid and the paying office will not be responsible for delay in payment.
- ii) The controlling authority is to verify the correctness of the bill as per the Log book specifically maintained for this purpose and the calculation thereof and give a certificate to the effect that the service provided by the contractor during the month was satisfactory and no complaints received.
- iii) The controlling authority is to forward Two (2) copies of the bill & attested copy of log Book maintained for this purpose along with his certificate to the competent authority (specified in the work order) for necessary pass and effecting the payment. The triplicate copy will be retained by the controlling officer as his Office copy.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

- iv) No advance payment is admissible.
- v) Payment will be made by Account Payee cheque /RTGS. The collection charges for encasing, if any will be borne by the contractor but not by the tendering authority.
- vii) Service Tax as applicable time to time shall be paid

5.0 **PRICES**

- I. Rates charged by the contractor for the services given under the contract shall not be higher than the rates approved.
- ii. In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL 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.
- iii. In case of increase in taxes/duties during the contractual period, BSNL 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.

6.0 **TERMINATION OF CONTRACT**

6.1 BSNL without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one month notice in writing to the service provider.

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by BSNL.
- (b) If the contractor fails to perform any other obligation(s) under the General and Special Conditions of the contract.
- (c) Notwithstanding anything contained herein, GM, Cuttack Telecom District, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

7.0 **TERMINATION FOR INSOLVENCY**

BSNL may at any time terminate the Contract by giving written notice to the contractor, without compensation to him, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BSNL.

8.0 **FORCE MAJEURE**

8.1 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 reasons 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 event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the supplies have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

9.0 **ARBITRATION**

- 9.1 In the event of any question, dispute or difference arising under this 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 the sole arbitration of the GM, Cuttack Telecom District, BSNL of Odisha Circle or any other person appointed by him or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the GM, Cuttack Telecom District, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the GM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the GM, Cuttack Telecom District, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or an employee of BSNL or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or an employee of BSNL, he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the GM, Cuttack Telecom District, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 9.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the 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.
- 9.3 The venue of arbitration shall be Office of GM, Cuttack Telecom District, BSNL, Cuttack or the office of the Arbitrator situated at Cuttack or such other places as the arbitrator may decide.
- 10.0 **PRICE VARIATION**
- 10.1 BSNL shall not be responsible for any escalation on prices on account of increase in price of labour or material or taxes or any other component what so ever except **Clause 10.2**. Contractor's rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

- 10.2 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 fuel rate above 10% to the base rate at the time of agreement may be paid by Tendering Authority through supplementary bill appropriate to the approved kilometers. The calculation is to be made as :

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

Average KM per litre of Diesel/Petrol (KMPL)

**(Note::** The Base Rate of diesel/petrol is the prevailing rate on the date of commencement of work/contract. The average KMPL is to be assumed as **14 Kms** in case of Non-AC Ambassador/indica and **12 Kms** in case of Non-AC Indigo, Bolero, Sumo, Jeep in Diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done **from the bill**)

- 10.3 The contractor shall submit supplementary bill for reimbursement towards increase in fuel price on monthly basis without accumulation. The supplementary bill is to be supported with proof of fuel price prevailing on **1<sup>st</sup> of the month.**

#### 11.0 **SETT OFF**

- 11.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of BSNL or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with BSNL or such other person(s) contracting through the BSNL.
- 11.2 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 such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable , the Service Provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- 11.3 If any amount due to BSNL 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.

#### 12.0 **PENALTY**

- 12.1 (a) In case break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately. In no case it exceeds more than one hour. In case non availability of suitable vehicle a penalty up to Rs. 200.00 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. 300.00 per break down shall be imposed.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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- (b) The penalty for absence during extra Hour duty will be Rs. 100.00 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75.00 per hour of absence.
- (c) In case of non-availability of vehicles for any particular day penalty or Rs. 500.00 per day shall be imposed in addition to deduction for hire charges on pro-rate basis for the period.
- (d) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document, the vehicle may rejected and sent back. No payment shall be made on account of such rejection. However, in case of dispute the decision of authority would be final
- (e) No payment will be made for vehicles supplied by the Service Provider older than 2010 model.
- (f) The Service Provider should not refuse to provide against BSNL's requirement and on each refusal a penalty as given at item (c ) above will be deducted from the running bill besides any other action which may even lead to termination of contract.
- (g) Any change of vehicle or driver excepting break down cases permission must be obtained from this office with production of R C Book, driving Licenses of the driver along with other relevant documents. Failing which officer using the vehicle is authorized to reject the same. Absence of vehicle due to rejection, penalty will be imposed as per item (c) above.

### 13.0 **VALIDITY**

- 13.1 i. The rates quoted in tender will have to remain valid throughout the contract period
- ii. On execution of agreement with the successful tenderer the contract will remain valid for one year from date signing of the contact. The contract can be extended upto one year with same terms and conditions
- iii. The GM, Cuttack Telecom District reserves the right to terminate the contract by giving two months notice without giving prior reason thereof. He also may terminate/cancel the contract at any point of time due to unsatisfactory performance.
- iv. On the other hand, the contractor may also withdraw from his obligation to serve during the period of contract by giving at least two months notice. Under such circumstances, his security deposit will be forfeited, if decided by the G.M.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

- vi. The SSA authority reserves right to terminate the contract of any time due to administrative reasons or due to unsatisfactory performance or breach of any term of the contract. The decision of G.M. Cuttack Telecom District shall be final and binding.
- vii. The successful bidder will be required to execute an agreement in non-judicial stamp paper of appropriate value in the pro-forma at **Annexure-6** for providing vehicle(s) on hiring basis. After a tender has been declared successful by the G.M., Cuttack Telecom District, the successful bidder and the work awarding authority would be the two contracting parties for all purposes. The cost of the non-judicial stamp paper shall be borne by the contractor.

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

**SECTION V(A)**  
**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in **Section IV** and general (commercial) conditions of the contract as contained in **Section-V** and wherever there is a conflict, the provisions herein shall prevail over those in **Section IV** and **Section-V**.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Nonexecutive employees working in **BSNL**( name of unit ) & executive employees ( also called Group-A & Group-B officers working in **BSNL** ( name of unit ) } either directly recruited or on deputation are prohibited from participation in this tender.
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. The tendering authority reserves the right to counter offer price against price quoted by the bidder.
14. Regular checking of meter by the designated BSNL authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
15. The contractor should ensure that at the end of duty; the log books are completed and signed by the users.
16. The contractor shall provide his employees a uniform, which shall be worn by them all the time while on duty.

**SECTION VI  
FINANCIAL BID**

**Tender No: G-234/2015-2016/2, Dated at Cuttack ..... February, 2015.**

Tender Ref:

Date

A : (Name & Address of the Purchaser)

GMTD, BSNL, Cuttack

Dear Sir,

1. Having 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 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 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 .....2015.

Signature of

In capacity of

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

Witness .....

Address .....

Signature

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

Read, understood, complied and agreed

Signature and seal of bidder (with date)

**Tender No: G-234/2015-2016/2, Dated at Cuttack .....February, 2015.**

Tender Ref:

Date

**FINANCIAL BID**

**SECTION-VI(A)**

**SCHEDULE OF REQUIREMENT AND HIRE CHARGES**

(Scheduled Works):- Monthly KM Hire slab:

	Monthly KM Hire Slab	Hire Charges per vehicle (Rs.) Unit (per month) Slab Rate (Including fuel, periodical Maintenance, Driver & other Charges)				
Slab No	Monthly Km Hire Slab	Non-air Conditioned Ambassador	Non-air Conditioned Indica	Non-are Conditioned Indigo/Swift Desire/Zest	Non-air Conditioned SUMO, Marshal & Bolero	Service Tax %age
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	
01	1500 Km					
02	1800 Km					
03	2000 Km					
04	2250 Km					
05	2500 Km					
06	2750 KM					
07	3000 Km					
08	3500 Km					

a) for extra KM (Rs/KM).....A.....,B.....,C.....,D.....

b) Detention charges beyond duty(Rs/Hr.).....

c) Night halt charges (Rs/halt).....

**SIGNATURE & SEAL**

Date: \_\_\_\_\_

of Bidder

Read, understood, complied and agreed

Signature and seal of bidder (with date)

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**Tender No: G-234/2015-2016/2, Dated at Cuttack .....February, 2015.**

Continued from Pre-page  
Page No-2 of Section-VI(A)

Slab No.	Time KM Hire	Rate (Rs)	Service Tax (%)
01	2 Hrs-20 Kms		
02	4 Hrs-40 Kms		
03	6 Hrs-60 Kms		
04	8Hrs-80 Kms		
05	10 Hrs-100 Kms		
06	12 Hrs-120 Kms		
07	14 Hrs-140 Kms		

SIGNATURE & SEAL

of Bidder

Date: \_\_\_\_\_

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

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**Tender No: G-234/2015-2016/2, Dated at Cuttack .....February, 2015.**

**SECTION-VI(B)**

**SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF CUTTACK SSA**

Tender Ref:

Date

**TECHNICAL BID**

To be filed 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)				
	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. Properties / 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)				
4	Experience (attach performance certificate from the Govt./PSU Companies/Public Agencies/Firms: _____ years.				
5	Detailed statement of Registered commercial vehicles of _____ years 2006 old or less as per format at <b>Annexure-9</b>				

DATE

SEAL

SIGNATURE  
of Bidder

Read, understood, complied and agreed  
Signature and seal of bidder (with date)

**Annexure-1**

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: \_\_\_\_\_

Signature of Tenderer

Place: .....

Name of Tenderer .....  
Along with date & Seal

**Annexure-2**

**NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the **Clause 31 of Section-IV** by the bidder in respect of status of employment of his/ her near relation in BSNL)

*I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*

**Signature of the tenderer**

Date:\_\_\_\_\_

With date and seal

Annexure-3

**PERFORMANCE SECURITY BOND**

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, 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 Provider 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 BSNL, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_ 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 BSNL, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, \_\_\_\_\_ 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 Provider’s 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 BSNL, \_\_\_\_\_ 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 BSNL, \_\_\_\_\_ any money so demanded not withstanding any disputes raised by the Service Providers/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider (s)/ supplier(s) shall have no 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 BSNL, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_ 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 BSNL, \_\_\_\_\_ that the BSNL, \_\_\_\_\_ 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 BSNL, \_\_\_\_\_ 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 BSNL, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_ 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 BSNL.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....  
Name of the Bank officer: .....  
Designation: .....  
Complete Postal address of Bank: .....  
.....  
Telephone Numbers .....  
Fax numbers .....

**Annexure-4**

**Bidder's profile**

Tenderer / Bidder's Profile (To be filled in and submitted by the bidder)

**Tenderer's Profile**

- 1. Name of the Individual/ Firm: .....
- 2. Present Correspondence Address .....
- .....  
.....  
Telephone No. .... Mobile No. .... FAX No. ....
- 3. Address of place of Works/ Manufacture .....
- .....  
.....  
Telephone No. .... Mobile No. ....
- 4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):  
Private limited company.
- 5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

- 6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....
- 7. Permanent Account No. : .....
- 8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):.....
- 2. Whether the firm has Office/ works in Cuttack? If so state its Address

Signature of Bidder

**Annexure-5**

**BID FORM**

To

From,

.....  
<complete address of the purchaser><complete address of the Bidder>  
.....  
.....

Bidder's Reference No:.....Dated.....

**Ref:** Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete work of hiring of vehicles and perform all the services specified in the contract in accordance with the schedule specified in the **Section-III (Scope of Work)**.
7. Until a formal Work/Supply Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Witness  
Signature.....  
Name .....  
Address .....

Signature .....  
Name .....  
In the capacity of .....  
Duly authorized to sign the bid for and on  
behalf of .....

## Annexure-6

### AGREEMENT FOR HIRING OF VEHICLE

This agreement is made on this \_\_\_\_\_ day of 2013 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

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Link Road, Cuttack and acting through its authorized office at Cuttack The Service Provider will provide Commercial vehicles on hire basis for GMTD, Cuttack, Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned 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 year 2010 model, on the rates accepted as described in schedule vide **Section-VI(A)** to this agreement. 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 BSNL.
2. The Service Provider shall comply with all the terms and conditions of tender 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 BSNL indicated in **Appendix-C** shall place an order for their requirement on the official Hire order form **Appendix-D** ( 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 BSNL 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 BSNL not older than years 2010 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 model or make of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL 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 BSNL then the BSNL 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. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards and also carry duty slips printed by the Service Provider as per the Format shown in **Annexure-7** where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL 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.
8. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part.
9. In the event of any mechanical failure/breakdown of vehicle after it's reporting duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Noncompliance may attract penalty as per **Clause-12** of **Section-V** of Tender Document.
10. In the event of failure on the part of Service Provider to supply vehicles as mentioned in the preceding paragraph, penalty as per **Clause-12** of **Section-V** of Tender Document shall be imposed.

11. 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. BSNL shall have no liability whatsoever.
12. The Tender Document schedules annexure/appendix which we annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.
13. 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. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by Service Provider or third party as the case may be.
14. If for any reason the BSNL 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 BSNL 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.
15. The Service Provider shall also be liable for all fines, penalties, like 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 BSNL against all such liability.
16. The Service Provider shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and **Section-IV Clause-31** of the tender documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as **Annexure-2**.
17. 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 \*\_\_\_\_\_of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District 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 \*\_\_\_\_\_ 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 \*\_\_\_\_\_ of BSNL 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 BSNL 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 BSNL 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 \* \_\_\_\_\_ of BSNL at \_\_\_\_\_ or such other place as the arbitrator may decide.

(N.B: At the places marked \* in the above clauses, "The General Manager Telecom District (GMTD), as the case may be incorporated.)

18. If the Service Provider institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.
19. 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.
20. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as **Appendix –E** duly attested by a Magistrate / Executive Magistrate.
21. 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**

\_\_\_\_\_

Name of the GMTD

Bharat Sanchar Nigam Limited, Cuttack

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

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

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 \_\_\_\_\_ Signed \_\_\_\_\_

For and on behalf of the BSNL

For and on behalf of the Service Provider

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

Position \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

- 1.
- 2.

- 1.
- 2.



Annexure-7

**FORMAT OF DUTY SLIP**

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

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

Date.....

- 1. Regn. No of Vehicle :.....
- 2. Non-A/C ....., Model & Year ....., Diesel .....
- 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

**Annexure-8**

**For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender  
no. .... in respect of .....  
..... (Item of work) which is due to open on  
..... (date) in the Meeting Room, O/o  
.....

We hereby authorize Mr. / Ms. ....& Mr. / Ms.....  
(alternative) whose signatures are attested below, to attend the bid opening for the tender  
mentioned above on our behalf.

.....

Signature of the Representative

.....Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

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

**ANNEXURE-9**

**STATEMENT OF VEHICLES OWNED BY THE BIDDER**

BIDDER'S NAME \_\_\_\_\_

COMPANY' NAME \_\_\_\_\_

Details of "OWNED" Vehicles of Three years old or less in our fleet of operation as on date									
Sl	Registration Number	Model (Year)	Date of Registration	Vehicle owner's/ Name	Vehicle Type (Ambassador, Indica/Indigo / Sumo/Marshal & Bolero 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 document of the above said vehicles for verification as and when called for:**

**DATE**

**BIDDER'S SIGNATURE**

**OFFICIAL SEAL**

**Appendix-A**

**DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE**

I \_\_\_\_\_ (authorized signatory)

declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place:

Signature of the Tenderer

Date:

(Name of the Tenderer)

**Appendix-B**  
**Declaration of Non-tampering of tender document**

I \_\_\_\_\_(authorized signatory) have checked up the tender document submitted and declare that no page is missing and all pages as per the index are available and no addition/deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition/deletion/correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: Signature of bidder/Authorized Signatory

Date: Name of the bidder\_\_\_\_\_

Seal of the bidder\_\_\_\_\_

**Appendix – C**

**Bharat Sanchar Nigam Ltd..**

[A Government of India Enterprise]  
(Part of Agreement for vehicle hire)

**The List of authorities**

(Approved by Head of Circle/District/SSA)

Period of Contract:- From \_\_\_\_\_ To \_\_\_\_\_ Name of SSA  
\_\_\_\_\_ Name of Circle \_\_\_\_\_

Sl.No	Name of Monthly Contracted	Address Unit	No of Vehicles Allotted	Monthly Hire Charges	Make Model for Per Euro- I/II	Hire vehicle KMs

Signed \_\_\_\_\_

( on behalf of BSNL)

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

Position \_\_\_\_\_

Date \_\_\_\_\_

**Appendix-D**

# BSNL

**(A Government of India Enterprises)**

## Hire Order

(only be 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 BSNL).

### Order details

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

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

Name of SSA \_\_\_\_\_

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 (month) \_\_\_\_\_

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

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

Signed \_\_\_\_\_

(on behalf of BSNL)

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

Position \_\_\_\_\_

## Appendix-E

### 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 Bharat Sanchar Nigam  
Limited, a Government of India Undertaking having its Registered Office at Link Road,  
Cuttack hereinafter called BSNL)(which terms shall mean and include its successors,  
administrators, heirs and assigns.

Whereas M/S BSNL 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 BSNL.

➤ 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.

**DECLARATION**

The tenderer hereby covenants and declares that all the information, documents, Xerox copies of documents/certificates enclosed along with the tender document are correct and if any thing found false and/or any suppression of fact is detected at any time, tender will be terminated & EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future. Certify that I/We read and agree with all the terms and conditions, specifications included in the tender document & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter in to the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

In witness whereof this undertaking has caused on the -----  
Day-----Month of -----Year .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

**WITNESS :** 1. ....  
2. ....

**ADDENDUM-1**  
**CRITERIA FOR TECHNICAL BID EVALUATION**

SL No.	Attribute	For the use of IAL only	
		Points allotted	Points obtained.
1	Bidder has his office and business established in city of _____	If “No” Reject the tender	
2	Bidder has minimum one year experience as Tourist Transport operator	If less than one year experience Reject the tender	
3	If bidder company is: a. Registered under companies Act. OR whether recognized by Govt. of India as Tourist Transport Operator with current validity b. Whether registered under shops and establishment Act? c. Whether Registered as FIRM (give details with proof) d. Proprietorship/ any other.	(a) = 10 (b) = 7 (c) =5 (d) = 3	
4	Income Tax Permanent Accounts Number (PAN) (attach proof of allotment. It should be allotted to the bidder) PAN No.....	Yes =5; No=0	
5	Whether Income Tax return filed for the past 2 years (attach proof)	2 years = 5; 1 year=2 Not filed = 0	
6	Service Tax Registration Number (attach proof of allotment. It should be allotted to the bidder) Regn No.....	Yes =5; No=0	
a	ESI Code allotted to your company (Attach allotment letter as proof. It should be allotted the bidder) Code No. ....	Yes =5; No=0	
7a	EPF Code allotted to your company (Attach allotment letter as proof. It should be allotted the bidder) Code No. ....	Yes =5; No=0	
b	Registration with any social security scheme for workers (like group insurance/Personal Accident Insurance/Pension etc for Drivers)		
8	Number of Transport vehicles (all type put together) OWNED OR LEASED BY THE COMPANY out of total fleet of operation of the company. (Detailed statement as per enclosed format for OWNED VEHICLES) is to be attached Business Associate’s vehicles should be included	16 and above = 10 11 to 15 = 8 6 to 10 = 6 3 to 5 = 4 Less than 2 = 0	
9	Out of above at SI No. 8 the Number of vehicles that are less than 3 year old.  Detailed statement as per enclosed format is to be attached.	16 and above = 10 11 to 15 = 8 6 to 10 = 6 3 to 5 = 4 Less than 2 = 0	

MAXIMUM POINTS ALLOTTED ..... 50 (Fifty)

NOTE:- The bidder who has maximum points among all the bidders will be the Bench Mark for comparison with other bidders. If any bidder is having less than 50% of bench Mark, may be dropped. SI No. 7a, 7b & 7c are statutory requirement and its applicability depends on bidder Company’s labour strength etc... Refer Section-II, Clause 8 (v) of bid documents.)