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**Bharat Sanchar Nigam Ltd.**

**(A Govt. of India Enterprise)**

 **OFFICE OF THE D.E.OFC (Mtce.), ETR, OFC STATION, BAMPER, KEONJHAR**

**BID DOCUMENT**

NIT No. DE/OFC-KJR/A-9(A)/HIRING VEHICLE/2013-14

 Dated at Keonjhar the 08.02.2014

TENDER FOR HIRING OF MULTI UTILITY VEHICLES

 WITH VALID PERMIT FOR COMMERCIAL USE IN

O/O THE DE, OFC (Mtce), ETR, KEONJHAR

Price Rs.525.00

(Including 5% O.S.T)

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# Bharat Sanchar Nigam Ltd.

 (A Govt. of India Enterprise)

 OFFICE OF THE D.E.OFC (Mtce.), ETR, KEONJHAR

 **No**.DE/OFC-KJR/A-9 (A)/HV/2013-14 **dtd.**08.02.2014

##  **NOTICE INVITING TENDER**

Sealed Tenders are invited by DE, OFC (Mtce), ETR, Keonjhar up to 14.00hrs, 0n 24.02.2014 for hiring of Light Commercial vehicles without AC such as Marshal Jeep/Sumo/Bolero (diesel) which are not older than three years from the prospective contractors holding a valid certificate issued by the competent authority of a PSU / Central / State Govt. organization for satisfactory performance of similar contract on hiring vehicles for at least one year before the date of NIT.

Schedule to the invitation of Tender

1. Tender No. DE/OFC-KJR/A-9(A)/hiring vehicle/BSNL/2013-14 dtd.08.02.2014

2. Time and last date of issue Of Bid Document ……………………… …..: 13.00 Hrs. of dtd.24.02.2014

3. Time & Date of Depositing tender bid ……………………………… ….. : 14.00 Hrs. of dtd. 24.02.2014

4. Time & Date of Opening of Tender (Technical Bid) …………………:…: 15.00 Hrs.of dtd. 24.02.2014

5. Minimum Validity of Tender offer ……………………………………:150 days from the date of opening.

1. Services to be provided ….:- . Hiring of Marshal Jeep/Sumo/Bolero of diesel driven (Approx. one

 number) models not older than three years for day to day Mtce. Of

 OFC Route

1. Duration of contract …..... One year from the date of award of contact with an option

 of extension for a further period of one year on the same rate,

8. Estimated cost of tender …… Rs 3, 50,000/-(Three lacs fifty thousand only)

 **Terms & Conditions.**

 Intending eligible bidders may obtain Bid Document from the O/o The DE, OFC (Mtce), ETR, Keonjhar on payment of Rs.525/- (Rs Five hundred twenty five only) (non refundable) on all working days up to 13.00 Hrs. of dtd. 24.02.2014 by DD in favour of “Sr. Accounts Officer, BSNL, O/o The Dy.GM (Mtce.), ETR, Bhubaneswar-12” payable at Bhubaneswar. Bidders shall have to deposit Earnest Money deposit of Rs.8750/-(Rupees Eight thousand seven hundred fifty only) as Bid security in the form of crossed Demand Draft in favour of Sr. Accounts Officer, BSNL, O/the Dy.GM(Mtce), ETR, Bhubaneswar payable at Bhubaneswar along with the bid .

For the details, visit our Official Web site: [***www.orissa.bsnl.co.in***](http://www.orissa.bsnl.co.in).

 DE, OFC (Mtce), ETR, Keonjhar

**Copy to: -** (1) The Dy.G.M M (Mtce.), ETR, Old Microwave Campus, Unit, Bhubaneswar-12.

 (2) The Notice board of (a) D.E.OFC (M), ETR, Bamper, Keonjhar, (b) TDM, Keonjhar,

 (c) DE(S & AP), Keonjhar

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 **SECTION-II**

**INSTRUCTIONS TO BIDDERS**

**SERVICES TO BE PROVIDED**

1. Services to be provided are given in Section VI.
2. **Eligible Bidders**
	1. The bidder holding a valid certificate issued by the competent authority of a PSU/Central/State Govt. organization for satisfactory performance of the contact on hiring vehicles for at least one year .
	2. The bidder should own or on lease sufficient number of vehicles, not less than one

(i.e. minimum 16.67% of the total quantity estimated for hiring) of model not older than three years from the date of issue of NIT which are registered as commercial vehicles in their names or Firm’s name . The proof of ownership or lease holding should be produced as and when called for.

* 1. The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than five years for this Sub. Region in case of emergency, if required.
	2. The bidder shall have experience of minimum period of one year for similar type of contact of supplying commercial vehicles to any Govt. organization or any Public Sector Undertaking.
1. **Cost of Bidding**

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

1. **Bid Document**
	1. Bid document includes:-
	2. Notice Inviting Tender
	3. Instructions to bidders
	4. General condition (Commercial) of the contact
	5. Special conditions of contract if any
	6. Schedule of requirement and Hire Charges
	7. Services to be provided
	8. Bid form and price schedule
	9. Bid security form
	10. Performance Security Bond Form
	11. Letter of authorization to attend bid opening
	12. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of the Bid .

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* 1. A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The Purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.
1. **Documents required to be submitted for establishing Bidders Eligibility & Qualifications.**
2. The bidder shall furnish the particulars of past performance with supporting documents.
3. Partnership Deed or Proprietorship deed or articles / Memorandum of Association as the case may be latest Annual Account in Form - C6 .
4. Latest Income Tax clearance Certificate (ITCC)
5. Service Tax Registration Number And Latest Service Tax Clearance Certificate
6. Valid and authenticated certificate from any of the PSU/Central/State Govt. organization for satisfactory performance of the contract on hiring vehicles for at least one year.

iv) PAN Number (Permanent Account Number)

**6. Amendment to bid document**

i) At any time, prior to the date of submission of bid BSNL 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.

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

**7. Documents comprising the bid**

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

* 1. Documentary evidence established in accordance with clause (2) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
	2. Bid security furnished in accordance with clause 11.
	3. A clause by clause compliance as per clause 10.
	4. Bid form and price schedule completed in accordance with clause 8 and 9.

**8. Bid Forms.**

The bidder shall complete the Financial Bid Form as per Section – VII along with appropriate price schedule as per required furnished in Section-V of the bid document and Technical Bid Form as per Section – VII-A.

**9. Bid Price**

1. The supplier shall quote price as per schedule given in section V for all types of vehicles given in the schedule of requirement. The composite price should include all type of Taxes, including service Tax etc. as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contact. **( Page 5 of 24 )**

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

iii) “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated I the price schedule.

10. **Clause by clause compliance**

A clause by-clause compliance of service to be provided (SECTION-VI) and special condition (Section IV) shall be given. In case of deviation a statement of deviation shall be given.

**11. Bid Security (EMD)**

* 1. Pursuant to clause 7 the bidder must deposit Rs. 8750/- (Rupees Eight Thousand seven hundred fifty only) as Bid Security. The Bid Security shall be in the form of Account pay crossed demand draft from any nationalized Bank in favour of “The Sr. Accounts Officer, BSNL, O/o The Dy.GM (Mtce.)ETR,Bhubaneswar-12” payable at Bhubaneswar/Bank guarantee valid for 180 days from the date of tender opening and may be submitted in separate cover .

11.2 The successful bidder’s security will be discharged upon the bidder acceptance of the award of contact satisfactorily in accordance with clause 15 and furnishing the performance security.

**11.3. The Bid Security may be forfeited** :

1. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
2. If the successful bidder fails
	1. to sign contact in accordance with clause 18
	2. to furnish performance security in accordance with clause 2 of section III
	3. A bid not secured in accordance with para11.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.
	4. The bid security of unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

**12. Format and Signing of bid :** The bidder shall prepare one complete set of originals of Technical bid and Financial bid placed in separate covers clearly making them as “original” and two copies of the same placed in separate covers clearly marking them as “copy “ . In the event of any discrepancy, the original shall govern.

12.1 The original and copies of the bid shall be typed or printed and all pages numbered consequently and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.

12.2 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

* 1. The letter of authorization shall be indicated by written power – of – attorney accompanying the bid. All pages of the original bid, except for un-amendment printed literatures shall be signed by the person or persons signing the bid. The bids submitted shall be scaled properly.

12.4 i)The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned .

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ii) The power of Attorney 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/Body Board of Directors of the Bidder In this regard on behalf of the Company/Institution/Body corporate.

1. 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.

**13. Submission of bid :**

 The bids should be submitted in three covers.The first cover superscripted as “Technical Bid” shall contain the EMD for Bid Security and documents establishing bidder’s eligibility as per Clause 2 & 5 of Section –II and a certificate on relatives working in BSNL as per clause 8 of Section - IV. The second cover superscripted as “Financial Bid” shall contain the rates quoted by the contractor for each item shown in the Schedule of Requirement as per Section-V. The Original copy of the Technical and Financial Bid duly marked “ORIGINAL”. Both the covers of “Technical Bid” and “Financial Bid” should be sealed separately by the personal seal of the bidder. Both the covers should be enclosed in a main cover and sealed with wax/pvc tapes and addressed to as following.

1. The bids should be submitted duly sealed and addressed to The DE,OFC(Mtce.),ETR, Bamper, Keonjhar and delivered in person on or before 15.00 hrs of due date (on dtd.24.02.2014).
2. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

**14. Bid opening :**

 BSNL shall open the Technical bid cover containing documents as per clause(13) in the presence of bidders on their authorized representative who wish to be present at the time of opening of bids on due date .Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X). After scrutiny of the Technical Bid for its satisfactory specification, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases who fulfill the eligibility conditions and furnish all documents as given in technical Bid.

**15. Evaluation :**

* 1. BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
	2. If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
	3. BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid documents.

**16. Award of Contract**

 BSNL 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 section IX with the bid document. (Page 7 of 24)

**17. Right to vary quantities**

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

**18. Signing of Contract**

* 1. Signing of Agreement shall constitute the award of hiring contract on the bidder.
	2. Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 11.
1. **Annulment of Award**

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

**20. Period of Validity of bids .**

1. The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
2. A bidder accepting the request of BSNL for an extension to the period of bid validity in exceptional circumstances will not be permitted to modify his bid.

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 **SECTION III**

**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. **Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the

Conditions specified herein or in NIT unless otherwise agreed by BSNL.

1. **Performance Security**
	1. The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs. 5 lakhs with 2 weeks of conveying BSNL’s intention for accepting the bid as Performance Security.
	2. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section IX of the bid document /or in the form of crossed demand draft in favour of the Sr. Accounts officer ,BSNL,O/O the Dy.G.M.(Mtce),ETR ,Bhubaneswar payable at Bhubaneswar.
	3. Performance Security will be discharged after completion of contractor’s performance obligations under the contract on application.
	4. 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.
2. **EXECUTION TIME LIMIT**
	1. The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.
3. **PAYEMENT TERMS**

Monthly bills shall be submitted in duplicate to the authority specified in contract /DE OFC (Mtce), ETR, Keonjhar along with completed duty slips duly signed by the user. The copy of Service Tax paid Challan for the previous month/quarter as the case may be should be produced along with the bills for payment.

4(a) **PRICES**

4(a) i) Rates charged by the contractor for the services given under the contact shall not be higher than the rates quoted by the contractor in his bid.

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.

1. BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
	1. 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.

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* 1. If the contractor fails to perform any other obligation(s) under the General & Special Conditions of the contract.

5.2 BSNL may without prejudice in other rights under law or the contract provided per the hiring of vehicles done at the risk and cost of the contractor in above circumstances.

6. **Termination for insolvency**

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

7. **Force Measure**

 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war or hostility, acts of the public enemy, evil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happiness of any such eventually is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL, as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period for a period exceeding 60 days either party may, at his option terminate the contract .

8. **Arbitration**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specially provided under this agreement) the same shall be referred to sole arbitration of the CGM, ETR, Kolkata 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 than in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGM,ETR,KOLKATA or by whatever or designation such officers may be called (hereinafter referred to as the said officer) . In the event of such Arbitration to whom the matter is originally referred to vacates his office on resignation or other wise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever the CGM, ETR, Kolkata 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. Contractor 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof .

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* 1. The venue of Arbitration proceeding shall be Office of \*CGM (MTCE), ETR, of BSNL at Kolkata or such other place as the arbitrator may decide.

**N.B.:** *At the places marked \* in the above clauses. “The Chief General Manager (CGM) Principal, General Manager (PGM)/Deputy General Manager (DGM) as the case may be incorporated.)*

* 1. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act. 1996 and the rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
1. **Set Off.**

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

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**SECTION-IV**

**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.

1. 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.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL .
3. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. 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 .
5. 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 .
6. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive) employees working in SSA Keonjhar(name of unit) & executive employees (also called Group-A & Group – B officers working in SSA, Keonjhar (name & Unit) either directly recruited or on deputation are prohibited from participation in this tender . The near relatives for this purpose are defined as :
	1. Members of a Hindu Undivided Family.
	2. They are husband and wife.
	3. The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), Daughter(s) & daughter’s husband (son-in-law) brother(s) & brother’s wife, sister(s) & sister’s husband (brother-in-law)

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 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.

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9. The contractor shall assign the job of driving of hired vehicle 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 .

1. The contractor shall when called upon to do a place at the disposal of BSNL, such number of vehicles as may be required although the number of vehicle 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 .
2. 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 vehicle supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to security.
3. The contractor shall send the vehicle for periodical serving at the cost of the contractor BSNL will not pay any mileage run for such servicing nor any deduction is made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance will be to be the contractor’s liability.
4. BSNL reserves right to counter offer price against price quoted by the bidder.
5. The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
6. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to BSNL as and when demanded.
7. The contractor should ensure that at the end of duty, the duty slips are completed and signed by the users. The duty slip in duplicate copy form to be printed and serially numbered by the contractor as per the format given in Section – XI
8. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

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**SECTION V**

SCHEDULE OF REQUIRMENT AND HIRE CHARGES

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Hire Charge per vehicle(Rs.) |
| No | Type of Vehicle /Model | Job Description(Monthly charges) | UnitPrice | Levies/Taxes if any | CompositePrice |
| 1. | Bolero/Marshal JeepNon-AC(Diesel) | i) for 2500 KMs/month……… |  ---   |  -------- |  ------  |
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| a) | For extra Km (Rs./Km.)……… 1\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_   |
| b) | Detention charges beyond duty (Rs./Hr.) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| c) | Night halt charges (Rs. /Halt) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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**SECTION VI**

**SERVICES TO BE PROVIDED**

**1. Service** Provision of commercial vehicles with licensed drivers, registered commercial vehicles on hiring basis for running in OFC (Mtce.) Dvn. Keonjhar for day to day mtce of OFC routes.

**2. Period of** Under normal circumstances the contract shall be valid for a period of one

**Contract** year from date of issue of work order. However contract may be extended for further period up to one year if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuing competitiveness of the rates.

**3. Quantity** Estimated number of vehicles to be hired is one however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.

**4. Duty Hrs**. Ten hours per day on all days of month except Sundays (Weekly Off days)

 and National holidays. However actually duty hour is from 0900 to 1900 hrs

**5. Notice Period** For regular requirements one day in advance.

Telephonic intimation shall be considered as notice.

**6. Reporting** Any place within the jurisdiction of OFC (Mtce) Dvn. ETR, Keonjhar

 Actual place of reporting is at Bamper OFC station, Keonjhar.

**7. Counting of** From garage to garage but chargeable distance in this respect shall not be

 **Distance** more than 5 KMs in each way.

**8. Accuracy of** The meter reading should tally the actual distance of run at any instant and

 **Meter** authorized officer shall have full power to check up its correctness to take action accordingly.

**9. Penalties** 1. In case of break down vehicles have to be replaced by other immediately or not more than one hour. In case of non availability of suitable vehicle a penalty up to Rs.100/- 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. 200/- per break down shall be imposed.

1. In case of non-availability of vehicle penalty of Rs. 200/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
2. In case of non-availability of vehicles during extra hrs. Penalty of Rs. 100/- per occasion shall be imposed.

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**10. Special**

1. Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs Telephone No. must be specified in the bid.

1. No vehicle should be supplied having registration in the Name of employee of BSNL staff for close relative and Certificate to this effect be given on the body of bill while submitting claim.
2. Payment of any Govt. tax or duty for playing the vehicles in Orissa and outside orissa, if required will be liability of contractors.
3. Parking and Toll charges, if any may be claimed by producing valid parking /Toll slips.
4. Shortage in utilization of contracted KMs If any during a particular month will be suitably adjusted over a period of subsequent three months.
5. Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through local govt. offices.

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 **SECTION VII**

**FINANCIAL BID FORM**

Tender No……………………… Date …………………………

A: Name & Address of the Purchaser

Dear Sir,

 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 prices attached herewith and made part of this Bid .

1. 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.
2. If our Bid is accepted we will obtain the guarantees of a Scheduled Bank /a crossed demand draft in favour of the Accounts officer, BSNL, O/o the Dy.GM.(Mtce),ETR,Bhubaneswar payable at Bhubaneswar for a sum not exceeding 10% of the contract sum for the due performance of the Contract .
3. We agree to abide by this Bid for a period of 150 days form the date for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period .
4. 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
6. We understand that you are not bound to accept the lowest or any bid you any receive.

Dated / this …………………………………..Day of ……………………………2013

Signature of

In capacity of

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

Witness ………………………………………………………………………………………….

Address …………………………………………………………………………………………….

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**SECTION VII –A**

TECHNICAL BID FORM

Tender No. ……………….

A. Name & Address of the Purchaser.

To

The DE, OFC, (Mtce) ETR Keonjhar

Bharat Sanchar Nigam Ltd.

Subject: Sealed tender for hiring of Light Commercial Vehicles (TATA SUMO/Bolero Jeep).

Dear Sir,

 With reference to DE,OFC(Mtce),ETR, Keonjhar, BSNL Tender Notice inviting quotations for hiring of Light Commercial Vehicles (Marshal/TATA SUMO/Bolero of diesel) . We have read the terms & Conditions in the Bid Document and accept the same and furnish the following documents.

1. The list of vehicles with models & registration numbers

(AC and non AC cars separately) owned or on lease which are registered as commercial vehicles. The proof of ownership or lease holding should be produced as and when called for) ……………………………………………………………… ..Annexure

2. PAN No. (Proof to be attached) ………………………………………………………. Annexure

3. Copy of Last Income Tax Return

Income Tax Clearance certificate (Proof to be attached) …………………..………..Annexure

4. Attested Copy of Partnership Deed or proprietorship deeder

Article / Memorandum of Association as the case may be ………...…………………..Annexure

5. Latest Annual Audited Account in Form – C6 ………………………………….……..Annexure

6. Service Tax Registration Number ………………………………………………..…… Annexure

7. Copy of last Service Tax Return/Service Tax clearance Certificate……………… Annexure

8. A valid certificate issued by the competent authority of a

 PSU/Central/ State Govt. Organization for satisfactory

 Performance of the contract on hiring vehicles

 At least one year …………………………………………………………….…………..Annexure

9. A certificate on relatives working in BSNL as per Clause 8 of Section IV of Bid

 Document ………………………………………………………………………………..Annexure

 Yours truthfully Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**SECTION VIII**

**BID SECURITY FORM**

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

……………………………..KNOW ALL MEN by these Presents that We …………….……………of …………………………..having our registered office at ……………………………….thereafter called “the Bank” are bound unto A.O,O/o The Dy.GM(Mtce), ETR,Bhubaneswar-12 in the sum of Rs. ……………….for which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents .

THE CONDITIONs of the obligation are:

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

We undertake to pay to the A.O, BSNL, O/o The Dy.GM (Mtce), ETR, Bhubaneswar-12 up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of section 11 of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

 Name

 Signed in Capacity of

Signature of Witness Full Address of Branch

Name of Witness Tel. No. of Branch

Address of Witness Fax No. of Branch

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 ANNEXURE-4

**PERFORMANCE SECURITY BOND FORM**

In consideration of Bharat Sanchar Nigam Ltd. New Delhi there in after the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_(here in after called the said contractor(s) from the demand of security deposits earnest money of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on production of Bank Guarantee for Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the due fulfillment by the said contractors 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contractor’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 contractors of any of the terms & conditions contained in the said agreement .

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 contractors of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement . Any such demand made or 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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We undertake to pay to the BSNL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_any money so demanded not with standing any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

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 tally 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 contractor(s) and accordingly discharges this guarantee .

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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 have under to vary and of the terms & conditions of the said agreement or to extend any of the powers exercisable by the BSNL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_against 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 contractor(s) or for any forbearance and or any omission on the part of the BSNL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any indulgence by the BSNL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to the said contractor(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 contactor(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)

N.B.: This guarantee should be issued on non-judicial stamped paper stamped in accordance with the stamp act.

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 ANNEXURE-5

**LETTER OF AUTHORISATION FOR A ATTENDING BID OPENING**

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

To

The D.E, OFC (Mtce), ETR, Keonjhar, Bharat Sanchar Nigam Ltd.

Subject: Authorization for attending bid opening on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) in the

 Tender of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

Order of Preference Name Specimen Signature

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorization to sign the bid

Documents on behalf of the bidder

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

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

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**SECTION XI**

**FORMAT OF DUTY SLIP**

(Print Name of the company & Address)

Sl. No. : ……………………… Date: ……………………………

(to be filled by contractor)

1. Regn. No. of vehicle: …………………………………………………………………..
2. A/C or Non A/c………….Model & Year ………………..Petrol/Diesel/CNG……………….
3. Name, Designation & Address of user ……………………………………………………….

………………………………………………………………………………………………………………………………………………………………………………………………………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(to be filled by user)

1. Purpose of journey (detail) ………………………………………………………………
2. Places visited ……………………………………………………………………………….
3. Meter Reading at Starting Point ……………………….a closing Point ………………..
4. Total KMs Run ……………………………………
5. Time at Starting Point …………………………..at closing point……………….
6. Extra Detention Hours (beyond duty Hrs.) ………………………………….
7. Charges for Parking /Toll Tax etc ………………………………………..
8. Number of Night Halts (for outstation journey only) ……………………………………….

Driver’s Name & Signature Signature of User

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**Appendix-IV**

Certificate on Non-Participation of near Relatives in the tender called for hiring Light commercial vehicles on Long Term use in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSA/Unit vide No. BSNL/ / / 2002. Dt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as required under Section – IV clause (8) of Bid-Documents)

**CERTIFICATE**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that none of my relatives (s) as defined in Section-IV, item (7) of tender document is/are employed 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.”

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

For and on behalf of the Contractor

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

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

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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