



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

e-Tender for Hiring of Multi Utility vehicles with valid commercial permit for departmental use in the BSNL Telecom District, Phulbani

Tender No: V-16/2021-22/Phulbani Dated: 08.06.2021

**Office of the General Manager,
Berhampur Telecom District
Berhampur, Pin- 760001**

Cost of tender paper: Rs.590/- (Rupees Five Hundred Ninety only including GST)

(NOTE: One Tender form should be used by One Zone separately)

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SECTION-I

Tender No: V-16/2021-22/Phulbani

Dated at Berhampur the 08.06.2021

NOTICE INVITING E-TENDER

On behalf of Bharat Sanchar Nigam Limited (BSNL), e-tenders are invited by the GMTD, BSNL, Berhampur for Boudh on single stage bidding and two stage opening system from Individual/Company/Firm registered in Indian fulfilling the eligibility conditions as per tender/ bid documents for a period of 2(two) years with an option of extension for another one year.

Zone wise EMD & SD

| Zone | User / Jurisdiction | Head Quarter | No of Vehicle | Type of Vehicle | Km limit / slab | Estimated cost | EMD in ₹ | PBG in ₹ |
|------|---------------------|--------------|---------------|-----------------|-----------------|----------------|----------|----------|
| 3 | Boudh SDCA | Boudh | 1 | Non-AC MUV | 2000 | 851206 | 17025 | 42560 |

Schedule to the invitation of tender:-

| Sl No | Item | Particulars |
|-------|---|--|
| 1 | Tender Notice No & date | V-16/2021-22/Phulbani Dated 08.06.2021 |
| 2 | Tender item | Hiring of MUV Vehicles (Sumo / Bolero/) (Approx.01 number) models not older than 01-01-2017 having up to date insurance & PUC certificate. |
| 3 | Tender Document can be downloaded from date | www.odisha.bsnl.co.in & https://etenders.gov.in/eprocure/app on 09/06/2021 |
| 4 | Date of receipt of queries from bidders | 16.06.2021 Up to 12:00 Hrs, |
| 5 | Pre Bid Meeting | 16.06.2021 At 12.00 Hrs |
| 6 | Reply of queries by BSNL | 21.06.2021 Before 18:00 Hrs., |
| 7 | Last Date of Submission of Tender | 30.06.2021 up to 12:00 Hrs. |
| 8 | Date & Time of Opening of Tender (Technical Bid only) | 02.07.2021 at 12:00 Hrs. |
| 9 | Amount of Bid Security as in Section I-B. | a) The cost of EMD and cost of Tender paper can be paid Through online Banking/RTGS/NEFT& DD as per the Section-I(A),Para 2(b) |
| 10 | Cost of Tender Form | Rs.590/-(Rupees five hundred ninety only) – Non- Refundable (Including GST 5%). The payment will be accepted as mentioned in Sl. No. 9 above. |
| 11 | In case of EMD in the form of TDR/ PBG | Should be pledged in favour of A.O. (Cash), O/o GMTD , BSNL, Berhampur with validity for a period of Six Months from the date of opening. Or N.B. - The existing vendor(s) of BSNL Odisha/ SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s) and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis(As Annexure-G). |

IMPORTANT (COVID-19): The bidders are advised and requested to submit the cost of bid document and EMD through online transfer/ NEFT/RTGS in the BSNL Bank account mentioned in the bid document in order to avoid offline submission of instruments/ documents. Bids of such bidders only shall be accepted without offline envelope provided they submit the scan copies of online payment receipt in online technical bid as a proof.

Note: In case the last date of submission/opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission / opening date due to any other unavoidable reasons will be notified through web site <https://etenders.gov.in/eprocure/app>

TENDER INFORMATION

Note-1: The Tender document shall not be available for download on its submission /closing date.

Note-2: a) The Tender document can be downloaded from the website www.odisha.bsnl.co.in/ or <https://etenders.gov.in/eprocure/app> and to be submitted in the e-format.

b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

| | |
|---------------------------------------|--|
| Name of the Bank and Branch | UNION BANK OF INDIA, Bada Bazar Branch |
| Accounts Name | A.O(Cash), BSNL, O/o GMTD, Berhampur |
| Account Number | 385801010170144 |
| IFC Code | UBIN0538582 |
| Address of the Bank | Big Bazar, Berhampur-1 |
| MICR Code | 760026002 |
| Mail Id | Gmtdbf07@rediffmail.com |
| Telephone No | 9437572939 |
| In case of EMD in the form of TDR/PBG | Should be pledged in favour of A.O.(Cash) BSNL, O/o GMTD Berhampur with validity for a period of six months from the date of opening |

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of GoI.

2(c) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves updated of such amendments before submitting the tender document.

Note-3: Intending bidders are requested to register themselves with e-Tender through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Note 4: BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 1) **Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. service provider organization) can attend the TOE at the chamber of GMTD, BSNL, Berhampur where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 2) Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
- 3) The GMTD, BSNL, Berhampur reserves the right to reject any or all tender bids without assigning any reason thereof. The GMTD BSNL Berhampur is not bound to accept the lowest tender.
- 4) Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> following the link for Tenders through E-Procurement by BSNL.
- 5) The bidders shall furnish a declaration **vide Annexure-F** under their digital signature that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website (<https://etenders.gov.in/eprocure/app>).
- 6) In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 7) All statutory taxes as applicable shall be deducted at source before payment.

Note-5: Tender Information:

| | | |
|---|--|--|
| 1 | Type of tender : | Two Stage bidding- e tender. |
| 2 | Bid Validity Period / Validity of bid Offer for acceptance by BSNL : | 120 days from the tender opening date. |

General Manager,
Berhampur District Engineer
BSNL, Berhampur

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

DEFINITIONS:

- (a) "The Tendering authority" means **GMTD, BSNL, Berhampur.**
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The supplier/Service providers" 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.

SERVICES TO BE PROVIDED

1. **Services to be provided: are given in Section-VI.**

2. **Eligible Bidders :**

- a. The bidder should have valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or registered transport contractor or Registered under Companies Act or Registered under Shops/Individual and Establishment Act or Registered as firm.
- b. The bidder should furnish EMD as per clause details provided zone wise in Sec-II (A) of the bid document.
- c. The bidder should have GST registration certificate in the firm/bidder's name, as applicable under GST rule.
- d. The bidder should have experience certificate from the competent authority for at least one year within three years prior to the date of NIT from any PSU / Central / State Govt. or reputed Private Ltd. Companies /Public Ltd Companies / Firms of providing minimum one number of vehicles (MUV) having satisfactory performance of the contract on hiring of vehicles.
- e. The bidder should have at least one commercial vehicle either in his/her/company's name or lease hold on or before date of NIT. (Two different vehicle for different zone if same person applied for both zones).
- f. The bidder should have PAN card of the firm/individual in case proprietorship & Income Tax return for the last two financial years 2018-19 and 2019-20 i.e. assessment Year 2018-19,2019-20.
- g. The bidder should furnish Certificate of no near-relatives in BSNL as per Section-VIII.
- h. The bidder should furnish Letter of Authorization for attending bid opening as per Section X.
- i. Bidder should produce RC books /valid lease deeds for the number of commercial vehicles owned/leased as per with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than **01.01.2017**.The full details of such vehicles as per **Annexure-A**.
- j. The bidder should submit a declaration that the firm will be able to supply commercial vehicles of Model not earlier than **01.01.2017** for the required number of vehicles as per Section II(A), Column B for the zones applied for vide Annexure-B
- k. The bidder should furnish Bid form as per Section -VII.
- l. The bidder should furnish information Sheet as per section XI.
- m. The bidder should furnish Undertaking & declaration as per format at Section - XII.
- n. The bidder should submit partnership deed or articles and memorandum of association as the case may be.
- o. The bidder should sign with dates on all pages of bid document & the documents submitted with the bid document.
- p. The bidder should furnish Clause by clause compliance in **Annexure-C**, duly filled and signed.
- q. The bidder should furnish Declaration of Non - tampering of tender document vide Annexure-D, duly filled and signed.
- r. The bidder should submit the Check list vide Annexure-E.
- s. **Declarations for downloading the tender document vide Annexure-F.**
- t. Attested copy of the Schedule of requirement vide Section XIV
- u. **Following documents should be furnished in support of the proof of ownership or holding lease or**

sale deed :

- I. Vehicle model,
 - II. Registration No. etc, RTO Registration details, RC Book ,
 - III. Up to date Road Tax paid details,
 - IV. Up to date Insurance policy,
 - V. Up to date Taxi permit,
 - VI. Up to date Fitness certificate of the vehicle.
- v. **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-Registrar of the states(s) concerned. The power of Attorney can 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 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 uploaded documents must be dated and self attested.

Note: (2) Originals should be produced for verification before award of the contract, as asked by the tendering authority at any time.

3. 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.

4. Bid Document

4.1 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.

4.2 CLARIFICATION OF BID DOCUMENTS:

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

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

5(a) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates issued by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

(b) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the participated bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or award of contract then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would 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 rescinded/annulled and BSNL would be at liberty to procure the awarded 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.

6. Amendment to bid document

6.1) 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.

6.2) The amendments shall be notified through uploading in the E-Tender portal and all prospective bidders shall be responsible to be updated with such amendments. These amendments will be binding on them.

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 deadline for the submission of bids suitably.

6.4) It is the sole responsibility of the bidder to confirm from SDE (Estimate) regarding amendments if any before uploading of the tender document.

7. **Preparation of Bids.****Documents comprising the bid**

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

i) **TECHNICAL BID:** Technical bid shall comprise the following components:

- a) Documentary evidence established in accordance with Clause 2 and 5 of **Section-II** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) A Bid form completed in accordance with **Clause 8 of Section-II**.
- c) Tender paper cost
- d) Bid Security furnished in accordance with **Clause 11 of section II**.

ii) **FINANCIAL BID:** Financial bid shall comprise the completed "PRICE SCHEDULE" (**Section-V**) in accordance with **Clause-9 of section II**.

8. **Bid Forms.**

The bidder shall complete fill in & sign the Bid form as per **Section VII** and submit along with tender document in the e-tender portal.

9. **Bid Price.**

- i. The bidder shall quote price as per schedule given in **Section-V** for all types of vehicles given in the schedule of requirement. The unit price should include all type of Taxes as applicable except GST. However, the basic unit price needs to be individually indicated against the column in the financial bid. The GST will be paid extra as per rates applicable from time to time.
- ii. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price/conditional rate quotation will be treated as non-responsive and will be rejected.
- iii. "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.**

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. **A. Bid Security**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II (A) only from any nationalized/scheduled bank as per Section-I para 2(c).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 8(b) of this Section and furnishing the performance security.
- (c) The Bid security of unsuccessful bidders will be discharged / returned as early as possible.
- (d) **A BID WITHOUT BID SECURITY/ BID SECURITY WITHOUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

11. **B. FORFEITURE OF BID SECURITY/EMD****The Bid Security/EMD may be forfeited**

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit Or
- (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

12. **Format and signing of bid.**

12.1 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 persons signing the bid.

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

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

13. **Submission of bid, Sealing & marking of bids :****I) Contents of the Bid:**

The bid contains three parts -

Part A: The First Part should contain the uploading of

- i. EMD/ Bid Security as per Sl No 8 of Section -I and Section II (A)
- ii. Cost of tender document as per Clause 9 of Section II.
- iii. Power of attorney in original (If applicable).

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section VII (A) in the appropriate place of the e-Tender Portal.

Part C: The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender Portal.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is **12:00 Hrs of 30-06-2021**.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. **The bidder shall upload separate set of bid documents downloaded from e-Tender Portal against each individual bid offer against different zones.**
- d. **One Bidder can bid against maximum of two numbers of zones through the user-id allotted to him by <http://etenders.gov.in/eprocure/app> portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.**
- e. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

14. LATE BIDS, MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 After the Locking Time, no bidder can submit the bid.

14.2 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.

14.3 No bid shall be modified subsequent to the deadline for submission of bids that is **12.00 hrs of 30-06-2021**.

15. BID OPENING & EVALUATION

OPENING OF BIDS BY TENDERING AUTHORITY:

15.1 The bids will be opened in two stages at 12.00 Hrs on the due date. The tendering authority will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).The bidders can view the opening details after the purchaser opened them.

15.2 A maximum of ONE representative of any bidder shall be authorized and permitted to attend the bid opening.

15.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

15.4 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 the next working day, time remaining unaltered.

15.5 Technical bids will be evaluated by the **TEC** and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.

15.6 Opening date and time of financial bid will be notified in the website.

15.7 Place of opening of Tender bids:

Authorized representatives of bidders can attend the Tender Opening Event (TOE) at the chamber of GMTD Berhampur, where BSNLs Tender Opening Committee would open the online e-Tender Bids.

16. PRELIMINARY EVALUATION:

16.1 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 digitally signed and whether the bids are generally in order.

16.2 Prior to the detailed evaluation, pursuant to **clause 17**, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.

16.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity and the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

- 16.4** The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.
- 17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**
- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 16**.
- 17.2 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 the supplier does not accept the correction of the errors, his bid shall be rejected. **Any bidder can quote for maximum of two numbers of Zones in the financial bid. L-1 will be evaluated Zone wise.**
- 17.2 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in **section V** of the Bid Documents **excluding GST**.
- 17.3 Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- 17.5 The tender shall be evaluated by a committee to be appointed by the GMTD , BSNL, BERHAMPUR. The Committee shall decide its own criterion of evaluation of tenders. The criterion decided by the committee for evaluation of the tender shall be final and binding on all the concerned.
- 17.6 If no bids are received for any Zone, the GMTD Berhampur may consider to hire the required number of vehicles locally from any individual/company as per the rates as approved in the tender for other Zones.
- 18. CONTACTING THE TENDERING AUTHORITY:**
- 18.1 Subject to **Clause 4.2**, 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.
- 18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.
- 19. Award of Contract**
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 **section XIII** with the bid document. **The tendering authority shall have the right to keep more than one contractor.**
- 20. Right to vary quantities**
(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods 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 the contract or up to 50 % of the additional quantities of goods and services contained in the running tender /contract can be ordered within a period of twelve months from the earliest date of acceptance of APO /LOI at the same rate negotiated (downwardly) with existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.
(b) In exceptional situation where the requirement is of emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100 % of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO/LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on the prevailing market conditions and the impact of reduction in duties & Taxes etc.
I Any bidder can quote for maximum of Three numbers of Zones in the financial bid.
- 21. Signing of Contract**
21.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
21.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 11 of Sec-II**.
- 22. Annulment of Award**
Failure of the successful bidder to comply with the requirement of clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for

new bids.

23. Period of validity of bids

- (i) The bid shall remain **valid for 120 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.
- (ii) 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.

24. 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 to the affected bidder or bidders on the grounds for the Tendering authority's action.

25. The correction/modification, if any, in the tender document will be uploaded in the website i.e. <http://etenders.gov.in/eprocure/app> & www.odisha.bsnl.co.in up to 12.00 hrs of 30-06-2021 which will be treated as final. The amendments if any will not be published in the Newspaper.
26. The fuel (diesel) required for the vehicle shall be supplied by the contractor.
27. Consumables like lubricant, tyres, battery and repairs, maintenance, taxes, insurance etc. will be borne by the service provider.
28. 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.
29. 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.
30. 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 respect shall be on actual basis or 5 Kms. whichever less in each way is.
31. Payment of any Govt. Tax or duty for plying the vehicles will be the responsibility of the contractor. The bidder must avail ST abetment & indicate the same while preferring the bill.
32. Parking & Toll Charges if any may be claimed by providing the Parking/Toll receipts
33. **Any extra time run after the normal duty run of 10 hours as stated in item (29) above shall be added together and rounded off to the nearest hour during a month.**
34. The vehicle may be deployed in any place within the jurisdiction of GMTD, BSNL, Berhampur. In case detention of the vehicles at any particular station other than the 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 at the out station. The normal duty of the vehicle will start form 09:00 AM to 07:00 PM, beyond 07:00 PM extra hours will be paid as per the approved rate for 2 Hours and beyond that Night halt will be charged. However the user may change the timing of duty for interest of the service.(i.e 10.00 Hours per day)
35. The vehicle should always be provided in good & trouble free running condition.
36. Vehicles upkeep shall be in good conditions along with good and clean seat covers and curtains.
37. The vehicle Make should not be **before 01.01.2017**
38. In case of breakdown of the vehicle, the contractor shall make arrangement to provide alternate vehicle at his own cost.
39. In case of inability on the part of the contractor to provide another vehicle as mentioned above, deduction to the extent of extra expenditure incurred by this Office will be made from the amount payable to the contractor or from the "**Performance Security**" of the contractor.
40. 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.
41. 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.
42. 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 Self attested. The original of these documents will always be made available with the driver while running the vehicle.
43. The vehicle should have a valid Taxi license.
44. The vehicle should not be used outside the jurisdiction of GMTD , BSNL, Berhampur unless the programme is approved by GMTD Berhampur.

45. All requirements under law i.e. labour etc. will be the responsibility of the contractor.
46. The contractor should have a telephone in office & residence for contract.

A. DRIVER

47. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. The BSNL shall not be liable to pay any extra amount for his night halt.
48. The driver should be literate of M.E. standard or above, obedient, disciplined, well dressed and well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the Driver from these normal requirements, the contractor will be required to replace the Driver with a new one.
49. The driver is to maintain a separate Logbook for this purpose for signing by the Users, which would be produced to the Department Controlling Authority (to be specified in the Work Order) for verification as and when required.
50. The driver will report for duty to the Controlling Authority (to be specified in the Work Order).

B. Supply of Vehicles:

1. The vehicles required for hiring should be "diesel running" only.
2. The type of vehicle(s) to be provided should fall under any of the following categories: (Sumo/Bolero).
3. Details list of Vehicles required by Phulbani SSA :

| Zone | User / Jurisdiction | No. of Vehicle | Type of Vehicle |
|------|---------------------|----------------|------------------------------|
| 3 | Boudh | 1 | Non-AC Multi Utility Vehicle |

51. The above requirement of vehicle Zone wise is tentative. The number of the vehicles may vary at any time during the period of contract by GMTD , BSNL, Berhampur.
52. **Rejection of Bid:** The bid will be rejected in case of :
i) Non-submission of document as per clause 2 & 5 of Sec II.
ii) Bid quoted with conditional rate/adjustable price(clause 9 Sec II)
iii) Non-submission of bid security (clause 11 sec II)
iv) Late submission of bid (clause 14.1 Sec II.)
v) Non-acceptance of correction of price clause (17.2 Sec II.)

53. Debarring conditions:

- 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 and a Certificate to this effect be given on the body of bill while submitting claim. Also the vehicles must not be registered as private vehicles.

54. E-tendering Instructions to Bidders

Note: The instructions given below are e-tender portal centric and for e-tenders invited by GMTD , BSNL, Berhampur only.

General

These Instructions (for e-Tendering) supplement „Instruction to Bidders“, as enclosed in Sec II of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, GMTD , BSNL, Berhampur is using the portal (<http://etenders.gov.in/eprocure/app>) of Government of India.

58. Tender Bidding Methodology:

Bid System - Two Stage- Using two Folders,

Financial bids & Technical bids shall be submitted by the bidder at the same time.

b. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS - Query to BSNL (Optional) - View response to queries posted by BSNL, through addenda.

7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) - Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Financial-Part (Only for Technical Responsive Bidders) For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself

c. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

55: Registration

The Tender document can be downloaded from the website: <http://etenders.gov.in/eprocure/app> and to be submitted in the e-format. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document. Intending bidders are requested to register themselves with <http://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. GMTD BERHAMPUR, BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold. Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable). Please contact the following persons to get your registration accepted/activated.

| | |
|------------------------------|--|
| BSNL Contact-1 | |
| BSNL's Contact Person | Shri S.B. Pradhan, AGM(Planning), O/o GMTD Berhampur , Tel No-0680-2220300, Mobile 9437963777 Email:agmagmtbber@gmail.com |
| BSNL Contact-2 | |
| BSNL's Contact Person | Shri Achyuta Kanhar, SDE(Planning), O/o GMTD BSNL Berhampur Tel No-0680-2222910 Mob no 9437499400. Email ID: akanhar@gmail.com |

56: Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi- dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter functionality, the contents of both the Electronic Forms and the „Main-Bid are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

57: Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE). Tender opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE).

ETS has a unique facility of „Online Comparison Chart which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled „ Minutes of Online Tender Opening Event (TOE) covering all important activities of, Online Tender Opening Event (TOE). This is available to all participating bidders for, Viewing/ Downloading.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

57. Other Instructions

For further instructions, the vendor should visit the home -page of the portal

(<http://etenders.gov.in/eprocure/app>).

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following **FOUR KEY INSTRUCTIONS for BIDDERS** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organizations concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS
(There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1GB RAM, Windows XP) □
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above,
- Digital Certificate(s).

Section-II (A)**EMD & SD**

| Zone | User / Jurisdiction | Head Quarter | No of Vehicle | Type of Vehicle | Km limit / slab | Estimated cost | EMD in ₹ | PBG in ₹ |
|------|---------------------|--------------|---------------|-----------------|-----------------|----------------|----------|----------|
| 3 | Boudh | Boudh | 1 | Non-AC MUV | 2000 | 851206 | 17025 | 42560 |

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.

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 24 Months. (Tendered value = **Sum of hired charge for 24 Months 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 **section XIII** 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 from the central settlement cell, which will be transferred to the account of the bidder as soon as the funds are allotted to the SSA. However the bidders should submit his bills for payment within first week of next month for early processing of the bills for payment. The copies of GST 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.

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.

vi) Deduction of Income Tax at applicable rate will have to be made from contractor's bill for credit to Central Govt. current rate of TDS is as applicable from time to time. Necessary certificate indicating the particulars of bill and amount of Income Tax deducted will be issued by the "Drawing and Disbursing Officer" on receipt of application from the contractor. Deduction of Income Tax shall be made on the cost of the Diesel consumed also.

4 (a) 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.

(iv) The unused Kilometers as fixed for a vehicle will be carried over to the next month and will lapse if not used by BSNL within next two months.

5.1 Termination of Contract

BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months 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 & Special Conditions of the contract.

(c) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the service provider.

- (d) Notwithstanding anything contained herein, the GMTD , BSNL, Berhampur reserves the right to terminate the contract at any stage or time during the period of contract ,by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- 5.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
6. **Termination for insolvency**
BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- 7 **Force Majeure**
If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of 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 exceeding 60 days either party may, at his option terminate the contract.
8. **Arbitration**
- 8.1.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD , BSNL, Berhampur of Odisha of Bharat Sanchar Nigam limited (BSNL) of Odisha 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 GMTD , BSNL, BERHAMPUR 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD , BSNL, BERHAMPUR of BSNL, Odisha 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 thereof or any rules made thereof.
- 8.2 The venue of Arbitration proceeding shall be Office of GMTD , BSNL, Berhampur or such other place as the arbitrator may decide.
- 8.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
9. **Set Off**
- 9.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off 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.
- 9.2 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.
- 9.3 If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.
10. **PRICE VARIATION:**
The 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. Contractor's rates and Contractors obligation shall remain unaffected by such escalation and/or increase.
11. **PENALTY:**
- In case the contractor fails to comply with any of the terms and conditions of the contract, a suitable penalty shall be imposed on the contractor by the GMTD , BSNL, Berhampur authority.
 - Proportionate deduction of amount will be made for unsatisfactory work. In addition penalty may be imposed as per decision of the GMTD , BSNL, Berhampur authority.
 - In case of theft or damage caused by personnel of the contractor penalty as deemed fit will be imposed.
13. **(A) VALIDITY:**
- The rates quoted in the tender will have to remain valid throughout the contract period.
 - Tender acceptance authority, i.e., GMTD, BSNL, BERHAMPUR, may before acceptance of the tender call the selected tenderer to negotiate the price and finalise the price before declaring the tenderer successful for execution of agreement.
 - On execution of agreement with the successful tenderer the contract will remain valid for one year from the date of signing of the contract. **The contract can be extended up to six months by GMTD , BSNL, Berhampur in interest of service which can be further extended for another six months.**
 - The department reserves the right to terminate the contract by giving two-months notice without giving prior reason thereof.
 - The department may terminate/cancel the contract at any point of time due to unsatisfactory performance.
 - The contractor may also withdraw from his obligation to serve during the period of contract by giving at least two-months notice. Under such circumstance, his security deposit will be forfeited, if desired by GMTD , BSNL, Berhampur authority.
 - The GMTD , BSNL, Berhampur authority reserves the right to terminate the contract at any time due to administrative reasons or due to unsatisfactory performance or breach of any term of the Contract. The decision of GMTD , BSNL, Berhampur shall be final and binding.
 - The successful tenderer will be required to execute an agreement in non-judicial stamp paper of appropriate value in the proforma at **Section-IX**, for providing vehicle(s) on hiring basis. After a tender has been declared successful by the GMTD , BSNL, Berhampur, the successful tenderer 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.
 - The estimated cost of the tender may be enhanced up to 25% of the estimated cost of tender in interest of service.**
13. **(B) FALL CLAUSE:**
- 13.1 The prices once fixed will remain valid during the scheduled delivery /Service period. Further, if at any time during the contract
- It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;
And / or
 - The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 13.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.
- 13.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- 13.4 In case under taking as in Clause 13.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

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 as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
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 {Non- executive 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. 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) & daughter's husband (son-in-law), brother(s)& brother's wife, sister(s) & sister's husband(brother-in-law).
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 the contractor.
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.
17. The contractor should not refuse to detain his vehicle beyond duty hours for restoration of service if so required.
18. The contractor should not refuse to provide vehicles on Sundays or Holidays if so required for any emergency nature of work.
19. Any breach of these conditions by the company or firm or contractor, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed.

SECTION - V (Financial Bid)

| Slab No | Monthly KM Hire slab | Non AC Bolero or similar type Multi Utility Vehicles (Diesel driven) |
|---------|---|--|
| | | Quoted Rate |
| 1 | 2000 KM | |
| | For extra KM (Rs./KM) | |
| | Detention charges beyond duty (Rs./Hr.) | |
| | Night halt charges (Rs./Halt) | |

NOTE: 1) The rates are inclusive of all charges i.e. it includes the cost of driver, fuel, lubricants, mtce cost etc, taxes if any but excluding GST .

2) The actual quantity under the km-slabs will be intimated in work order after finalization of tender. The bidder should quote the rates for all the slabs in all the type of vehicles.

3) The KM run of Sundays and Holidays will be included in the Monthly Km limit of the user of the vehicle.

4) Detention charges beyond duty will be applicable, if duty hours exceeds 10 Hrs on all working days including Sundays & holidays.

I/We have read the terms and conditions of the tender documents, fully interpreted and accepted into the terms and conditions of the tender. I/We have made my/our signature keeping in view of those terms and conditions.

Name

Address

Signature of bidder in full
With date

SECTION - VI
SERVICES TO BE PROVIDED

- | | |
|-------------------------------|---|
| 1 Service | Service to be provided in supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of GMTD , BSNL, Berhampur .The essence of the contract is to provide prompt punctual, efficient, safe, courteous and quality service. |
| 2 Period of Contract | Under normal circumstances the contract shall be valid for a period of two year from date of issue of work order. However contract may be extended for further period up to one year (maximum) if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates. |
| 3 Quantity | Estimated number of vehicles to be hired is 4 however it should be clearly noted that BSNL should place the order only as per the actual requirement from time to time. |
| 4 Duty hrs. | Ten hours per day on all working days of the month including Sundays & Holidays. However actual hours to be deployed shall be specified by users of vehicles. |
| 5 Notice period | I) For regular requirements one day in advance. II) Telephonic intimation shall be considered as notice. |
| 6 Reporting | Any place within the jurisdiction of GMTD, BSNL, Berhampur. Actual place of reporting shall be specified by users of vehicles. |
| 7 Counting of distance | From starting point of user and the closing at the point where user completes his travel but chargeable distance in this respect shall be on actual basis or 5 Kms. whichever is less in each way. |
| 8 Accuracy of meters | The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness at any time at his sole discretion. |
| 9 Penalties | (i) In case of breakdown of any vehicle, the vehicle has to be replaced by another immediately or not more than one hour. In case of non-supply of suitable vehicle a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed. ii) In case of non-supply of vehicles penalty of Rs.200/ Per day shall be imposed in addition to deduction at pro-rata basis for that day. iii) In case of non-supply of vehicles during extra hours, penalty of Rs. 300/-per occasion shall be imposed. |
| 10 Requirements | I) 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. II) No vehicle should be supplied having registration in the name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim. III) Payment of any Govt. tax or duty for plying the vehicles in GMTD , BSNL, Berhampur unit will be liability of contractor. IV) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips. IV) Intending bidder should arrange issue of proper Identity Cards to the driver of the vehicle after verifying the antecedents of his drivers through Local Govt. offices. |

SECTION - VII

BID FORM

(To be attached with Section-VII A)

Tender No: V-16/2021-22/Phulbani

Dated: 08-06-2021

To

**GMTD
BSNL, Berhampur.**

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 vehicle 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.
- 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 **120** days from 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 thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly prepared & uploaded in the tender portal site so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website <http://etenders.gov.in/eprocure/app>. Any deviation will result in the rejection of the bid.

- a. Dated thisDay of2021.
- b. Signature of
- c. In capacity of
- d. Duly authorized to sign the bid for and on behalf of
- e. Witness
- f. Address
- g. Signature

SECTION-VII-A
Technical Bid

| Sl No | Details of scanned Documents to be uploaded in the portal of e-Tender portal of GoI | Uploaded/Not uploaded |
|-------|--|-----------------------|
| 1 | Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered transport Contractor or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm. | |
| 2 | EMD as per clause 11 of Sec-II & cost of bid document. (Please refer sec-II(A) for EMD). | |
| 3 | Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under GST rule. | |
| 4 | Experience certificate from the competent authority for at least one year within three years prior to the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum one number of vehicle regarding satisfactory performance of the contract on hiring of vehicles | |
| 5 | Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the last two financial years 2017-18,2018-19 i.e. Assessment year 2018-19,2019-20. | |
| 6 | Self Attested copy of Certificate of no near-relatives in BSNL as per Section-VIII. | |
| 7 | Self Attested copy of Letter of authorization as per Section X. | |
| 8 | Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Section II(A) ,Column B with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than 01-01-2016.The full details of such vehicles as per Annexure-A. | |
| 9 | Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2016 for the required number of vehicles as per Section II(A),Column B for the zones applied for vide Annexure-B | |
| 10 | Self Attested copy of Bid form as per Section -VII. | |
| 11 | Self Attested copy of Information Sheet as per section XI. | |
| 12 | Self Attested copy of Undertaking & declaration as per format at Section: - XII. | |
| 13 | Self Attested copy of Partnership deed or articles and memorandum of association as the case may be | |
| 14 | The bidder should sign with dates on all pages of bid document & the document submitted with the bid document. | |
| 15 | Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed. | |
| 16 | Self Attested copy of Declaration of Non - tampering of tender document- Annexure-D , duly filled and signed. | |
| 17 | Self Attested copy of the Check list vide Annexure-E | |
| 18 | Self Attested copy of vehicle model of the vehicles as per Annexure-A | |
| 19 | Self Attested copy of RC Book of the vehicles as per Annexure-A | |
| 20 | Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A | |
| 21 | Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A | |
| 22 | Self Attested copy of Taxi permit of the vehicles as per Annexure-A | |
| 23 | Self Attested copy of fitness certificate of the vehicles as per Annexure-A | |
| 24 | Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled works) as per SECTION V, duly filled and signed. | |
| 25 | Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II, if applicable. | |
| 26 | Self Attested copies of Declaration for Downloading the tender Document vide Annexure-F. | |
| 27 | Self Attested copy of the Schedule of requirement vide Section XIV | |

Section-VIII
(To be attached with Section-VII A)

CERTIFICATE OF NON-PARTICIPATION OF NEAR RELATIVES IN BSNL

I,....., s/o
Resident of Certify that none of my near relatives as defined below is/are employed anywhere in BSNL 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 cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of tenderer
with date & seal

N.B.:- 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 below. 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.

Definition of near relatives: - The near relatives of all BSNL employees means {Non- executive employees working in **BSNL**, & executive employees (also called Group-A & Group-B officers) working in **BSNL**, either directly recruited or on deputation are prohibited from participation in this tender. 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) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister 's husband(brother-in-law).

SECTION-IX
AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2021 between M/s _____ (herein after called the service provider whose term includes in successors and assignees) whose registered office is at _____ and is registered under _____ and acting through authorized official Sri _____.

And

Bharat Sanchar Nigam Ltd.(herein after called the BSNL whose terms includes its successors and assignees) who registered office is situated at 5th Floor, Sanchar Bhawan, Janpath, New Delhi -110001 and acting through its authorized officer GMTD , BSNL, Berhampur. The service provider has deposited Rs..... (Rupees..... **SECTION XIII**) 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 **01.01.2017** year model, on the rates accepted as described in schedule vide **SECTION-V** of 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 document contained which are part and parcel of this agreement and forms integral part of this agreement and also the following:
3. The GMTD , BSNL, Berhampur shall place an order for their requirement on the official Hire order and will receive acknowledgment 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 even of a conflict between these terms and the terms in hire order the terms of the agreement for vehicle hire shall prevail.
5. Service provider will provide vehicles to BSNL not older than three years (**01.01.2017** model) 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 require upon 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. Service provider will submit bills after due certification from vehicle controlling officer to the SDE. (General) section of O/o GMTD , BSNL, Berhampur on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall be provided with the logbook by the service provider where date, time, Kms reading and places visited are to be filled in and signed by the users/BSNL officials. In the basis of these log books the bill shall be raised to BSNL by the service provider. Counting of distance will be from garage to garage, but chargeable distance in this respect shall not be more than 5 Kms in each way between user delivery address and the garage/normal parking place.
9. 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 as per clause-9 of Section VI of the tender document.
10. In the event of any mechanical failure/break down of vehicle after its reporting duty, the service provider shall arrange for replacement by another commercial vehicle. Non-compliance may attract recovery of expenditure incurred as **per clause 9 of Section VI** of tender document.
11. In the event of failure on the part of service provider to supply vehicles as mentioned in the preceding paragraph penalty as per clause 9 (ii) of Section VI of tender document shall be imposed.
12. In case 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 liberty whatsoever. The

tender document No: V-16/2021-22/Phulbani Dated 08.06.2021, which is annexed to this agreement, shall form part and parcel of this agreement and integral part of this agreement.

13. The tender document no: V-16/2021-22/Phulbani Dated 08.06.2021 which is annexed to this agreement shall form part and parcel of this agreement and integral part of this agreement.
14. The service provider is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by service provider. BSNL will not be liable for any loss, damages, etc suffered/ to be suffered by service provider; or third party as the case may be.
15. If for any reason the 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.
16. The service provider shall also be liable for all fines, penalties, and the like of during traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and toll charges or entry taxes payable locally and the service provider accordingly indemnifies the BSNL against all such liability.
17. The Service Provider shall not sub-let any part of the service once agreed directly or indirectly, to any third party .
18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the GMTD, BSNL, Berhampur. 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 GMTD , BSNL, Berhampur or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GMTD , BSNL, Berhampur or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CGM/PGM/DGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act'1996.The venue of arbitration proceeding shall be office of GMTD, BSNL, Berhampur or such other places as the arbitrator may be decide.
19. 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 place where the service provider has registered; office.
20. The service provider will not be tampering the meter reading, vehicle usage timings, overwriting of log books and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
21. Service provider shall not engage any person below 18 years of age.
22. Rate charged by the service provider for the service given under the contract shall not be higher than the rates approved and will be regulated by clauses 5.1 & 10 of Section IV of bid document.

Signed _____

Signed _____

For and on behalf of the Contractor

Name (caps) _____

Position _____

Date:

For and on behalf of the BSNL

Name (caps) _____

Position _____

Date:

SECTION X

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To

GMTD,
BSNL Berhampur.

Subject - Authorization for attending bid opening on _____ (date) in the Tender of vehicle hiring in GMTD , BSNL, Berhampur, Odisha.

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 authorized to sign the bid Documents on behalf of the bidder

Note: 1. Maximum of one representative 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.

SECTION-XI
INFORMATION ABOUT TENDERER

(To be attached with Section-VII A)
(All the columns of this sheet are to be properly filled up and submitted)

1. Name of firm / Individual / Tenderer:
2. Name of proprietor/authorized person signing the tender:
(Submit proper authorization letter, if not proprietor)
3. Registration No. Of firm / License particulars:
4. Present Address:

5. Permanent Address / Registered Address:

6. Telephone No.(a) Office: _____ (b) Residence: _____
FAX No: _____ Mobile No: _____
7. Income Tax PAN:
8. Bank A/C No & Bank details:
9. EMD particulars:
10. Experience particulars:
11. GST No:

Date :

Signature of Tenderer :

Place :

Section:- XII
(To be attached with Section-VII A)

UNDERTAKING

This deed of undertaking executed on this Day of Two thousand and..... by (Name of sole proprietor/Partner/Director/authorized representative ,the firm, company, Trust, Society, etc.).....S/O..... residing at..... on behalf of said M/s(Name of firm, Company, Trust, Society, etc.) having its office at and duly authorized 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 Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, and local office at Telephone Bhawan, BSNL Berhampur herein after 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.:- V-16/2021-22/Phulbani dtd 08.06.2021. I/We acknowledge that I/We..... have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that ;

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.

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.

I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to any breach /violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of workers/labourers engaged by the service provider in past and during the course of this contract.

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, instructions, 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 anything 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 :-.....

SECTION-XIII
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. Dated..... made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or 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 he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (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, out liability under this guarantee shall be restricted to al amount not exceeding

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(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 during the period that would be taken for the performance of the said agreement and 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 GMTD , BSNL, Berhampur certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and 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 Contractor(s) or for any forbearance, act or 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 contractor(s) / supplier(s).

7. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the date

For (indicate the name of the Bank)

SECTION-XIV

(SOR) SCHEDULE OF REQUIREMENT OF VEHICLES

| Zone | User / Jurisdiction | No. of Vehicle | Type of Vehicle |
|------|---------------------|----------------|------------------------------|
| 3 | Boudh | 1 | Non-AC Multi Utility Vehicle |

Annexure-ASTATEMENT OF VEHICLES TO BE OWNED/ON LEASE TO BE SUPPLIED BY THE BIDDER

Bidder's Name:

| Details of "Owned /leased " vehicles of FIVE years old or less in our fleet of operation as on date of NIT: | | | | | | | | | | |
|---|---------------------|--------------|----------------------|-----------------------|----------------------|--|------------------|---------|----------|-----------|
| Sl. No. | Registration Number | Model (Year) | Date of Registration | Owned /Leased Vehicle | Vehicle Owner's Name | Vehicle Type (Tata Indica / Maruti Swift Dzire/Indigo/ Sumo/Bolero) Please specify | Validity Details | | | |
| | | | | | | | Permit | Fitness | Road Tax | Insurance |
| 01 | | | | | | | | | | |
| 02 | | | | | | | | | | |
| 03 | | | | | | | | | | |
| 04 | | | | | | | | | | |
| 05 | | | | | | | | | | |
| 06 | | | | | | | | | | |
| 07 | | | | | | | | | | |
| 08 | | | | | | | | | | |
| 09 | | | | | | | | | | |
| 10 | | | | | | | | | | |

Note: Use additional sheets if required.

Attested copies of the documents (Valid leased deed/Valid Sale deed if applicable, RC book , Taxi Permit , Road Tax ,Insurance ,Fitness Certificate etc.) should be attached.

Declaration:

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

Annexure - B
Declaration of supply of commercial vehicles

I,..... (authorized signatory)
hereby declare that I shall supply commercial vehicles of Model not earlier than **01.01.2017** for the
required number of vehicles as per Annexure-A.

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer:-

ANNEXURE - C

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

I,..... (authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

Annexure -D

DECLARATION OF NON-TAMPERING OF TENDER DOCUMENT

I,..... (authorized Signatory) hereby declare that the tender document submitted has been obtained from the office of GMTD, BSNL, Berhampur downloaded from the website "<http://etenders.gov.in/eprocure/app>" or "www.odisha.bsnl.co.in" and I have checked up 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:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Annexure - E
Check List for Bidder

| Sl. No. | Documents | Yes | No | Not Applicable |
|---------|--|-----|----|----------------|
| 1 | Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered transport Contractor or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm. | | | |
| 2 | EMD as per clause 11 of Sec-II & cost of bid document if downloaded from website. (Please refer sec-II(A) for EMD). | | | |
| 3 | Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under GST rule. | | | |
| 4 | Experience certificate from the competent authority for at least one year within three years prior to the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum one number of vehicle regarding satisfactory performance of the contract on hiring of vehicles . | | | |
| 5 | Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 17-18,2018-19 i.e. Assessment year 2018-19,2019-20. | | | |
| 6 | Self Attested copy of Certificate of no near-relatives in BSNL as per Section-VIII. | | | |
| 7 | Self Attested copy of Letter of authorization as per Section X. | | | |
| 8 | Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Section II(A) ,Column E with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than <u>01.01.2017</u> .The full details of such vehicles as per Annexure-A. | | | |
| 9 | Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2017 for the required number of vehicles as per Section II(A),Column B for the zones applied for vide Annexure-B | | | |
| 10 | Self Attested copy of Bid form as per Section -VII. | | | |
| 11 | Self Attested copy of Information Sheet as per section XI. | | | |
| 12 | Self Attested copy of Undertaking & declaration as per format at Section: - XII. | | | |
| 13 | Self Attested copy of Partnership deed or articles and memorandum of association as the case may be | | | |
| 14 | The bidder should sign with dates on all pages of bid document & the document submitted with the bid document. | | | |
| 15 | Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed. | | | |
| 16 | Self Attested copy of Declaration of Non - tampering of tender document- Annexure-D, duly filled and signed. | | | |
| 17 | Self Attested copy of the Check list vide Annexure-E | | | |
| 18 | Self Attested copy of vehicle model of the vehicles as per Annexure-A | | | |
| 19 | Self Attested copy of RC Book of the vehicles as per Annexure-A | | | |
| 20 | Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A | | | |
| 21 | Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A | | | |
| 22 | Self Attested copy of Taxi permit of the vehicles as per Annexure-A | | | |
| 23 | Self Attested copy of fitness certificate of the vehicles as per Annexure-A | | | |
| 24 | Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled works) as per SECTION V, (page no 29-30) duly filled and signed. | | | |
| 25 | Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II | | | |
| 26 | Self Attested copy of Declaration for Downloading the tender Document vide Annexure-F. | | | |
| 27 | Self Attested copy of the Schedule of requirement vide Section XIV | | | |

Annexure -F
Declaration for Downloading the tender Document.

"I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://etenders.gov.in/eprocure/app> or www.odisha.bsnl.co.in and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid" In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

Annexure-G

(Format of undertaking/declaration to be given by the existing/past vendors of BSNL Odisha Circle towards EMD/BID Security Adjustment from pending bills)

To

The GMTD Berhampur

Ref: NIT No: V-16/2021-22/Phulbani

Dated: 08.06.2021

Name of work: Tender Documents for Hiring of Vehicle under Berhampur SSA

SUB: DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY OF ZONE No. _____

Sir,

I am submitting the following undertaking/declaration towards EMD/Bid Security adjustment from my pending bills at your end.

DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY

1) I/We.....do hereby submit an unqualified and unconditional declaration cum undertaking that, I am a contractor of BSNL, Odisha Circle, Berhampur(Vendor Code.....) fromto of SSA

2) That, I have not received payment from BSNL Odisha Circle amounting Rs..... (Rupees.....against the submitted bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT. (Supporting documents duly attested/certified by the concerned Accounts Officer (BSNL) of the BA/SSA are to be enclosed.)

3) That, I request you to consider an amount of Rs (Rupees equivalent to EMD/BID security of zone no..... of NIT No. which may be retained out of the outstanding towards EMD/BID security without any interest or other liability on BSNL for the same tenure (180 days) and terms and conditions of EMD/BID security for NIT No.....

4) That, if I will be successful in the tender, I will submit Performance Security Guarantee Bond as per tender norms. If I will not submit Performance Security Guarantee Bond, my EMD/BID security amount will be forfeited by BSNL and I will not claim it in future.

Signature of the bidder with seal
Name of the Bidder



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

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|-----|-----|-----|-----|
| Mr. | Ms. | M/s | Dr. |
|-----|-----|-----|-----|

Name* :

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Address * :

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Town/District* :

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City* :

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State* :

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Postal/Pin code* :

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 Country* :

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Contact Details:

Telephone Number :

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 Fax No. :

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Email_id :

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(Mandatory for E-Tendering)

Name of Contact Person :

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 Mobile No. :

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Alternate Contact Person :

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 Mobile No. :

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Tax information:

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GST reg. no. :

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LST (Local VAT reg.No.) :

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 CST Reg. No :

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Tax Registration no. (for Foreign Vendors) :

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Income Tax Exemption details:

IT exemption no. :

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 IT exemption rate :

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IT Exemption date :

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IT exemption date from :

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 IT exemption date to :

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Excise Details:

Excise reg. no. :

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Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Goods &Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation **Date:** **Company Seal**

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

| | | | |
|-------------|-------------------------|------------------------------|-----------------|
| Checked by: | Authorized by (Finance) | SAP Vendor Master Created on | SAP Vendor Code |
|-------------|-------------------------|------------------------------|-----------------|