



Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)
OFFICE OF THE GENERALMANAGER
BSNL,CUTTACK BA-753012

E-Tender Document for Hiring of Light Commercial vehicles and Multi-Utility Vehicles (Hard Top) For use of Cuttack SSA for the year 2021-22

NIT No : G-234/HV/2021-22/

Dtd 21. 02.2022

**Tender Paper Cost Rs. 1180/-
(Rs 1000+(18% GST)Rs.180)=Rs.1180**

Read, understood , complied & agreed

Signature & seal of bidder with Date

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Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manger,BSNL,Cuttack,BA-753012 .
NOTICE INVITING TENDER

NO-G-234/HV/2021-22/

Date 21 .02.2022

E-Tender for hiring of light commercial Vehicles & multiutility Vehicles (Hard Top) for use of
Cuttack Telecom District

E-tender is invited by GMTD, BSNL, Cuttack on two bid system from the prospective registered service providers recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm and having number of vehicles as stated in Section (II) in his/her own name or firm's name/ fulfilling the eligibility conditions, as per tender document for hiring of Light Commercial vehicles and Multi-Utility Vehicles (Hard Top) For use of Cuttack SSA as per tender condition. The vehicles will be deployed at different places of Cuttack Telecom District(within the area of Kendrapara, Jajpur, Jagatsinghpur and Cuttack revenue District) for a period of 1 (One) year.

Sl	Item	Particulars
1	Tender Notice No & date	NIT No: G-234/HV/2021-22/ Dtd.21 .02.2022
2	Tender item	Providing of light commercial multi utility vehicles for use of Cuttack Business Area
3	Estimated Cost	Rs 67,71,600.00 Rupees sixty seven lakhs seventy one thousand six hundred only
4	EMD	Rs 1,35,432.00 (Rupees one lakh thirty five thousand four hundred thirty two) only
5	PBG	Rs 3,38,580.00 (Rupees Three lakhs thirty eight thousand five hundred eighty) only
6	Tender Document can be downloaded from date	http://www.odisha.bsnl.co.in/ https://etenders.gov.in/e procure/app from _____
7	Date of receipt of queries from bidders	From 29.02.2022 to 13.00 Hrs of 01.03.2022
8	Reply of queries by BSNL	Before 18.00 Hrs of 05.03.2022
9	Last Date of Submission of Tender	15.03.2022 up to 12.00 Hrs
10	Date & Time of Opening of Tender (Technical Bid only)	16.03.2022 at 15:00Hrs
11	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as per the Section-I, Para2(b)
12	Cost of Tender paper	Tender paper cost is Rs.1180/-. The cost of Tender paper to be paid through online Banking/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as per the Section-I, Para 2(b).
13	Type & number of vehicles	Indigo/Swift Dzair/Honda Accent/Bolero/sumo/ or equivalent to

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required on hiring basis	MUV. Approximate requirement of vehicle is 14 (fourteen) nos with Model- 2016 onwards & the number of vehicle may vary at any time during the period of contract
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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 the BSNL website and/or e-Tender Portal and/ or CPPP Portal/ Gem Portal (if applicable).

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

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

(3) Physical copy of tender documents would not be available for sale

(a).The tender document shall not be available for download from e-tender portal on its submission / closing bids. The Tender document can be downloaded from the website <https://etenders.gov.in/e procure/app& www.odisha.bsnl.co.in> and to be submitted in e- format. Cost of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para2(b).

(b) The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/ NEFT/ FDR/ TDR/Bank Guarantee from scheduled / Nationalized Bank as per the following details.

Name & address of the Bank and Branch	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL,O/o GM,BSNL Cuttack BA
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	agmplgbsnlck@gmail.com
Contact No	0671-2304440, 9437960466
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GM, BSNL, Cuttack, BA, Cuttack 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 <https://etenders.gov.in/e procure/app>

(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 sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves a breast of such amendments before submitting the tender document.

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

3. (b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3. (c) The bidders shall furnish a declaration 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 Web- site (<https://etenders.gov.in/e procure/app>) as per tender document.

3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4. Experience Certificate

Read, understood , complied & agreed

Signature & seal of bidder with Date

Experience certificate:- The bidder should have experience in supplying of light commercial vehicle in the office of BSNL/MTNL/Govt. of India/ State Govt./Other PSUs before the date of NIT. He should have completed such work to the tune of **Rs 24,50,000.00 or above** during the period of last three financial (2018-19, 2019-20 & 2020-21) and current year. The experience certificate, issued by an officer not below rank of JAG level or Deputy General Manager/Superintending Engineer (SE) equivalent shall only be considered.

a) Eligibility criteria:- The bidder should have the following eligibility

- i. Self attested copy of registered firm/company/Individual,
- ii. Experience certificate as above
- iii. Self-Attested Photo copy of PAN Card and IT return for (latest 2yrs) financial year
- iv. Self attested copy of valid GSTIN registration & latest return of GSTIN
- v. Self attested copy of certificate from its bankers to assess its solvency/financial capability to the tune of 30% of annual estimated cost of tender
- vi. Self attested copy of valid road tax paid receipt of the vehicles (own / on lease)
- vii. Self attested copy of valid vehicle insurance policy & Pollution certificate of vehicles (own / on lease)
- viii. Self attested copy of valid taxi permit of vehicle (own / on lease)
- ix. Self attested copy of valid fitness certificate of vehicle (own / on lease)
- x. The bidder should have at least two (2) commercial vehicles either in his/her company's name or on leased vehicle for participating in the NIT. Vehicle model number is not older than 01.01.2016. (RC book in case of own vehicle and RC with lease deed agreement in case of lease hold has to be submitted)

The documents as listed out in (Check List) should be uploaded in the E-Tender Portal. If any one of the above items required alongwith important format to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

5. BSNL has adopted e-tendering process which offers a unique facility for, Public Online Tender Opening Event (TOE) BSNL Tender Opening Officers as well as authorized representative of bidder can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **1st Floor, Room No – 201(A), Door Sanchar Bhawan, Link Road Cuttack -753012 where** BSNL Tender Opening Officers would be conducting Public Online Tender Opening Event(TOE).

6. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

7. Principal General Manager Telecom District, Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

8. All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer-generated documents should be duly signed by the bidder.

9. All statutory taxes as applicable shall be deducted at source before payment.

10. The Bidders / Authorized representative are required to produce Power of attorney in original on the date of opening the bid.

11. The MSME bidders are exempted from payment of cost of tender paper and bid security (EMD)

(a). A proof regarding valid registration with body specified by Ministry of Micro, Small & medium enterprise for the tendered items will have to be attached along with the bid.

(b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

(c) MSE unit is required to submit its monthly delivery schedule.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(d) If a vender registered with body specified by the Ministry of Micro, Small & medium enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work / contract by BSNL for one year from the date of issue of such order.

12. In case of Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement Policy for MSEs, URN certificate should broadly cover the Equipment/services offered in Tender.

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the tender items.

13. Bidder's must be Class-I Local supplier and Class-II Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 (Proof document- Self Certification as format given as Annexure D of Appendix-2 of Section IX or Certificate as per clause 1.5(b) of Appendix-2 of Section-IX as the case may be.

14. Registered with competent authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade, Govt of India) in pursuance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 on grounds of Defence of India and National Security, which are detailed in Appendix of Section-1.

15 : If an authorized supplier bids on behalf of manufacturer then following prescribed Certificates are to be submitted by both manufacturer and authorized supplier.

- i. Self-Certification as format given as Annexure of Section IX.
- ii. Certificate as per applicability stated in tender document, in pursuant to Rule 144(xi) GFR 2017.

DGM (Admn)
O/o GMTD, Cuttack

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

A) DEFINITIONS

- (a) **“The User”** means the General Manager, BSNL, CUTTACK BA, Orissa Circle, acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Contractor”** means the individual or firm providing vehicles under the contract.
- (d) **“The Service”** means the supply of vehicle which the contractor is required to provide to the user under the contract.
- (e) **“The letter of intent”** means the intention of the user to place the work order on the bidder.
- (f) **“The work order”** means the order placed by the user on the contractor signed by the user including all attachments and appendices there to and all documents incorporated by reference therein. The work order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) SCOPE OF TENDER:

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

Terms and Conditions:

1(a) **“BSNL”** or **“The Nigam”** or **“The Tendering Authority”** means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manger, BSNL, Cuttack, BA

1(b) **“The Bidder”** means the individual or firm who participates in this tender & submits its bid.

1(c) **“The Work Order”** means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as **“Contract”** appearing in the document.

1(d) **“The Contract Price”** means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.

1(e) **“Site Engineer”** means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whom the contractor will provide the requisite number of vehicles on monthly basis as per actual requirement of concerned site Engineer.

1(f) **“Engineer In-Charge”** means the controlling DE/AGM/CAO of respective Site Engineer of this Telecom District who is designated as the **“Engineer in-Charge”** of respective **“Site Engineer”**

1(g) **“E-Tender Portal”** means the website **“https://etenders.gov.in/eprocure/app”** who is providing e- Tendering solution to BSNL.

1(h) **“ETS”** means the Electronic Tendering System through the e-Tender Portal.

1. Name of the Work: Providing light commercial vehicles and multi utility vehicles (Hard top) in jurisdiction of GM, BSNL, Cuttack, BA and within the state of Odisha as and when required.

2. Estimated cost of the tender is approximately as per NIT

3. NITNo:G-234/HV/2021-22/1 Dtd. .01.2022

3A. GST Compliance

- (i) The bidder should submit valid GST regn certificate or mention as unregistered dealer as per GST act.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (ii) A self declaration that the bidder is not blacklisted by GST authorities
- (iii) In case the supplied get blacklisted during the tenure of contract then any loss suffered by BSNL will be recovered from the bill / security money.
- (iv) If the bidder has multiple GST number then all such numbers will be provided.
- (v) The bidder should submit correct HSN / SAC codes, the bidder will be responsible for loss to BSNL owing to wrong furnishing of the HSN / SAC codes.
- (vi) The bidder should submit GST invoice / Debit & Credit Note as per rule.
- (vii) It would be responsible of the supplier to declare correct information of invoice and to file GST returns in time enabling BSNL to avail Tax credit. Any loss by BSNL for not complying GST provisions will be recovered from the bidder.

4. ELIGIBLE BIDDERS

As per NIT

5. VALIDITY OF BID: The bid validity period is 180 days from the date of opening of the bid.

6. SECURITY

The successful bidder(s) will have to furnish security as PBG equal to 5 % of the estimated cost of the work before award of final contract to him by the competent authority, in the form FDR or Bank guarantee issued by any scheduled/National Bank valid upto 30 months from the date signing of agreement with BSNL Duly pledged in favour Of AO (Claim),O/o GM, BSNL, Cuttack BA.

If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on proportionate basis as per decision of GM, BSNL Cuttack, BA

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:

- a) Unsatisfactory service.
- b) Theft or misappropriation of articles of the BSNL by the bidder or his driver on duty.
- c) Damage caused to BSNL assets and damage/loss to store issued
- d) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
- e) Or all or some of the above.

7. The conditional and incomplete tenders are liable for rejection.

8. The General Manager, BSNL, Cuttack, BA reserves the right to reject one or all of the tenders without assigning any reason thereof.

9. The near relative of employees (either directly recruited or on deputation) of BSNL are prohibited from participation in this tender. The near relatives for this purpose are defined as, a) Members of Hindu undivided family. b) They are husband & wife, c) The one related to 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). Declaration is available as per tender document.

10. In case of any dispute arising out of the contract between the two contracting parties, the decision of the General Manger, BSNL, Cuttack ,BA. Cuttack shall be final and binding.

11. The General Manager, BSNL, Cuttack, BA reserves the rights to increase/decrease or delete the scope of work without assigning any reason thereof.

12. The works against this tender will be executed under the overall control of the Principal GENERAL MANAGER Telecom District, Cuttack.

13. COST OF BIDDING

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

14. CLARIFICATION ON BID DOCUMENTS

- 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 NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives 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.
- b. 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.

15. DOCUMENTS TO BE SUBMITTED FORBID

The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

- a. Documents in original should be submitted for verification as required by the Tendering Authority.
- b. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/ performance e-certificates, submitted 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.
- c. As per the requirement of the tender's condition, if any documents/ paper/ certificate submitted by the bidder is found to be false/fabricated/tampered / manipulated at any stage during bid evaluation or after 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 been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded / annulled and BSNL would be at liberty to avail / procure the services from any other source at the risk and cost of the defaulting bidder. An undertaking to this effect should be submitted by the bidder as per format as per tender document.

16. AMENDMENT TO BIDDOCUMENT

- 17. 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.
- 18. The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 19. 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 suitably for the submission of bids.
- 20. It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

BSNL Contact-I	
BSNL’s Contact Person	Smt..Malti Murmu , AGM (HR&Admn), O/o GM,BSNL, Cuttack,B/A
Telephone& Mobile	0671-2305900 Mobile No. 9437283344 Time 11.00 AM to 4 PM
E-mail ID	agmhradmnc@bsnl.com

Read, understood , complied & agreed

Signature & seal of bidder with Date

BSNL Contact-2	
BSNL's Contact Person	Sri Sanjit Kumar Das, SDE (General), O/o GM,BSNL, Cuttack, B/A
Telephone & Mobile	Tel 0671-2367200 Mobile No. 8280219710 Time 11.00 AM to 4 PM
E-mail ID	sdecomputerctc@gmail.com

21. Preparation of Bid documents – Technical Bid & Financial Bid

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause.31 of this Section.

22. BID FORMS

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload required scanned documents as per Section-VI of the same in e-Tender Portal.

23. BIDPRICE

- (a) The bidder shall quote rates as per schedule given in Section VIII of financial bid for all types of vehicles given in the schedule of requirement and hire charges. The composite price should include all type of taxes, excluding service tax etc as applicable from time to time. However the basic unit price needs to be individually indicated against the supply under the contract.
- (b) The price quoted by the bidder shall remain fixed during the contract period and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non – responsive and rejected.

24. COMPLIANCE

The bidder should ensure unconditional clause-by-clause compliance with all the terms and conditions of the tender document and a declaration to the effect as per tender document should be given along with bid document.

25. A. BIDSECURITY/EMD

- (a) The bidder must deposit the amount for bid security/EMD through Online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled/ Nationalized Bank as stated in section-I of NIT only from any nationalized/ scheduled bank as per Section-I para2(b).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible.
- (d) **A BID WITHOUT BIDS SECURITY/ BID SECURITY WITHOUT BID SHALL BE TREATED AS NON- RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated costs of tender, or

- (a) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (b) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;
- (c) Performance Security:
- (I) The successful bidder shall be required to deposit an amount equal to 5% of estimated cost of tender within 2weeks of conveying BSNL's intention for accepting the bid as performance security.
- (II) Performance security shall be submitted in the form of performance Bank guarantee valid for 30 (thirty) months issued by the scheduled Bank(located within Odisha) as per tender document.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (III) Performance security will be discharged after successful completion of service provider's performance obligations under the contract.
- (IV) If the service provider fails to neglect any of this obligation under the contract it shall be lawful for BSNL to forfeit either whole or part of performance security furnished by the bidder as compensation for any loss resulting for such failure.

26. FORMAT AND SIGNING OF BID

26.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.**

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

26.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

26.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) 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.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authroised signatory should be attested by the company's / firm's.

27. PREPARATION & SUBMISSION OF BIDS:

I) Contents of the Bid:

The bid contains three parts –

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online / RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank & original Power of attorney (If applicable) have to be uploaded in the e- Tender Portal of <https://etenders.gov.in/e procure/app>

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section VI in the appropriate place of the e-TenderPortal.

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-TenderPortal.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against each individual bid which is to be uploaded in the e-tender portal.
- d. The Bidder can bid through the user-id allotted to him by <https://etenders.gov.in/e procure/app> in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- e. If any one of the document required to be submitted as referred 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 referred to the deadline will thereafter be subject to the extended deadline.

28. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- (a) After the Locking Time, no bidder can submit the bid.
- (b) 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.
- (c) No bid shall be modified subsequent to the deadline for submission of bids as above.

29. BID OPENING AND EVALUATION:-

- (a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as per tender condition. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per tender document. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.
- (f) The bidder shall bear all costs associated with preparation and submission of bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

30. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor / organization) can attend the Tender Opening Event (TOE) at **“Room No – 201(A), 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack 753012”**, where BSNL Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e- Bid opening is changed, same will be displayed prominently in the notice board of thee-Tender Portal.

31. PRELIMINARY EVALUATION

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bids responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and

Read, understood , complied & agreed

Signature & seal of bidder with Date

shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection the bid.

- (e) 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.
- (f) The tendering authority reserves the right to verify the original documents prior to opening of Financial Bid.

32. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- (a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) 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.
- (c) If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) The financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- (e) Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders as per the norms given below. In case the approved bidder is unable to provide the required no's of vehicles, BSNL can hire vehicles satisfying the vehicle specification in the tender from open market from individual vehicle owners at the approved rate.
- (f) In case of equality in quoted rate the L-1 bidder will be chosen on the basis of experience.

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil
Four Bidders	40 %	30 %	20 %	10 %	Nil
More than four bidders	40%	In the inverse ratio of their evaluated quoted prices			

33. CONTACTING THE TENDERING AUTHORITY

- (a) Subject to seeking clarifications on e-tendering and tender document, 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.
- (b) 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.

Award of contract & Work:

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the tenderer who quote the lowest rate (as mentioned in financial bid) will be accepted.
- b) However the BSNL 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.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Cuttack Telecom District and other Telecom Districts of Odisha Telecom Circle.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of General Manager, BSNL, Cuttack, BA in this regard shall be Final and binding.
- f) However if any of the contractor is not doing the work after issue of work order by AGM(HR & Admn) O/o General Manager, BSNL, Cuttack, BA then GENERAL MANAGER,BSNL,CUTTACK, BA, Cuttack reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

34. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of BG (Bank Guarantee) or EMD as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

35. VALIDITY OF THE CONTRACT.

- i) The contract shall be valid for one year from the date of signing of the contract.
- ii) The General Manager, BSNL, Cuttack, BA reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 25 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency General Manager, BSNL, Cuttack, BA reserves the right to increase the contract period to another 1 year with 50% enhancement of estimated cost.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work in same terms and conditions of agreement and has to submit additional PBG for extended period.

36. PREPARATION & SUBMISSION OF BILL

Each claim bill of contractors must accompany the following documents: -

- 1. Xerox copy of log book of vehicle duly signed by the site in-charge and countersigned by concerned Engineer In charge DE / AGM /CAO

37. DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of General Manager, BSNL, Cuttack, BA shall be final and binding on all concerned.

38. DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

39. The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

40. Termination of Contract by BSNL

- (a) BSNL may without prejudice to any other remedy for breach of contract terminate the contract in whole or in parts by giving one months notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract any extension there of granted by BSNL.

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Signature & seal of bidder with Date

- (b) If the contractor fails to perform for many other obligation(s) under the Conditions of the contract.
- (c) All instructions, 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, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (e) The General Manager, BSNL, Cuttack, BA may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or hire of material, machinery and other equipment for use in or in respect of the work.
- (f) 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.

41. PERIOD OF VALIDITY OF BIDS

(a). Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.

(b) 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 the bid.

42. 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.

43. 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 non-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 works 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.

44. Arbitration:

a. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this

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agreement), the same shall be referred to sole arbitration of General Manager, BSNL, Cuttack, BA or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the General Manager, BSNL, Cuttack, BA 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 GM, Cuttack, BA 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 Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

b. The venue of Arbitration proceeding shall be Office of General Manager, BSNL, Cuttack, BA, BSNL Door Sanchar Bhawan , Link Road, Cuttack or such other place as the arbitrator may decide.

c. 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.

45. Set Off: (Recovery of some due)

a. 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.

b. 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.

c. 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 10days.

46. REJECTION OF BID

The bid will be rejected in case of:-

- i. Non-submission of required documents as per Section VI.
- i. Bid quoted with conditional rates.
- ii. Non-submission of bid security
- iv. Late submission of bid
- v. Non-acceptance of correction of price As per Clause 28 (c)

47. DEBARRING CONDITIONS

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.

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c. The engagement and employment of laborer's 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.

d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

48. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding government of India/Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any concerned bidder bid of the tenderer will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned bidder.

45 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

The tendering authority will verify the genuineness and correctness of all documents and certificates including experience/performance certificates, issued / submitted either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender conditions, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tampered/manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG / EMD) of the bidder would be forfeited and bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case, the contract has already awarded to the bidder then PBG would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the ordered goods and service 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.

I have gone through the terms and conditions thoroughly and convey my acceptance in full.

46. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are e-tender portal centric and for e-tenders invited by the Principal General Manager Telecom District, Cuttack of Odisha Circle only.

A. General:

a. Submission of Bids only through online process is mandatory for this tender conducting electronic Tendering Authority is using the e-Tender portal(<https://etenders.gov.in/eprocure/app>).

b. 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 Electronic Tendering System(ETS.).

i It is advised that all the documents to be submitted (**Section VI**) 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.

ii While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

It is a Two Stage bidding system–.

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

c. Broad outline of activities from Bidders perspective:

a. Procure a Digital Signature Certificate(DSC)

Read, understood , complied & agreed

Signature & seal of bidder with Date

- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL(Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS(Optional)
- k. Respond to BSNL“ s Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS–Opening of Financial-Part (Only for Technically Responsive Bidders)

D. 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 III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender[®] portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

NIC HELPDESK

Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)

BSNL CONTACT DETAILS.

BSNL` s Contact Person	Sri Sanjit Ku. Das, SDE (General), O/o GMTD, Cuttack, Tel 0671-2367200 Mobile No. 8280219710 between 10:30 hrs to 18:00 hrs
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47. 7. INTIMATION OF CORRECTIONS/MODIFICATIONS TOTENDERDOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and <https://etenders.gov.in/e procure/app> as per tender condition_ which will be treated as final. **It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.**

The bidder has also to upload the scanned copy of the documents as per check list of section VI during uploading of the bid in E – format and the cost of the tender paper and EMD through online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank before the closing time of the closing date.

a. Special Note on Security of Bids in ETS:

i. Security related functionality has been rigorously implemented in ETS in a multidimensional 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:

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ii. As part of the Electronic Encrypted 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.

b. Public Online Tender Opening Event(TOE)

i. 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) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

ii. 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).

iii. 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.

iv. 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.

v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://etenders.gov.in/eprocure/app>).

Important Note: It is strongly recommended that all bidders 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.

Vi. 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. Registry our organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's 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, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is

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relevant at all times.

vii) Minimum Requirements at Bidders end to access and use e-TenderPortal:

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity.

Microsoft Internet Explorer 6.0 or above Digital Certificate(s)

viii) Helpdesk for Vendors

Vendors may contact the <https://etenders.gov.in/eprocure/app> Help desk personnel in the given number of cppo portal(<https://etenders.gov.in/eprocure/app> helpline number 1800 233 7315 for any type of assistance/help, which they may require while uploading the bids.

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SECTION – III
SCOPE OF WORK

The Bidder is required to provide light commercial vehicles and multiutility vehicles fully conforming to RTA/RTO regulation along with the cost of fuel, driver, other running and repairing charges etc and carryout periodical maintenance and execute the work through their Supervisor.

The work includes supply of vehicles on Monthly Slab Rate based on BSNL's requirement. This tender is floated for monthly hire slabs like running up to 1500 KM, 2000 KM , 2500 KM & 3000 KM in a month in various sections/units under the GENERAL MANAGER,BSNL,CUTTACK, BA jurisdiction.

(NOTE: The Bidders responding to this NIT may quote for the said slab. The Bidder is required to quote for Hiring slab running of 1500, 2000, 2500 & 3000 KMs in a month.)

The work consistsof twopartsnamelyPLAN-1andPLAN-2onMonthlySlabRate&DailyRatebasedonBSNL's requirement.

(NOTE: The Bidders responding to this NIT should quote both PLAN-I & PLAN-2).

PLAN – 1

(Scheduled Works) Monthly KM Hire Slab:-

As per monthly requirement, the vehicles will be requisitioned. The Monthly KM hire slab on which Indigo/Swift Dzire /Bolero / MUVs are required and the estimated number of vehicles to be **hired per Month** are tentatively indicated below;

Monthly hire slab	Maruti swift desire / Indigo / Honda Ascent diesel driven Non AC Commercial Vehicle	Bolero / Sumo diesel driven Non AC Commercial Vehicle	Total
1500 KM / per month	9	6	15
2000 KM / per month			
2500 KM / per month			
3000 KM / per month			

PLAN – 2

(Non-Scheduled Works) Daily Time –KM Hire Slab:

As per contingent & occasional requirement for day to day work, vehicles will be requisitioned. The Time-KM hire slab on which vehicles are required and the estimated number of days in a month such daily hiring is tentatively indicated below

Daily Hire slab	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle	Bolero / Sumo diesel driven non - AC commercial vehicle
A	B	C
4 Hrs--40 Kms	Occasional	Occasional
8 Hrs– 80 Kms	Occasional	Occasional
10 Hrs – 100 Kms	Occasional	Occasional

The Tables shown in PLAN 1 & 2 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work

Note: -

- The bidders are also required to quote for all hiring slabs indicated in the respective slab in the financial bid.
- The rates are inclusive of all charges i.e. it includes the cost of driver, fuel, lubricants, mtce cost, taxes if any etc, but excluding GST and parking fee/toll fee etc.
- The requirements of vehicle are for different places of Cuttack SSA. The number of vehicle may vary at any time during the period of contract by GENERAL MANAGER, BSNL, CUTTACK, BA, BSNL, Cuttack; Moreover General Manager, BSNL, Cuttack, BA reserves the right to vary the scope of work without assigning any reason thereof. The number of such requirement may not exceed maximum 25% of the above estimated quantity.

Read, understood , complied & agreed

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SECTION -IV
SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is to supply on demand the commercial vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Cuttack SSA under GENERAL MANAGER,BSNL,CUTTACK, BA. Cuttack and within the state of Odisha as and when required. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service. The contractor (Employer) must pay to each and every motor driver (Skilled labourer) employed by him for each and every commercial vehicle on applicable daily minimum wages rates for skilled labourers as circulated from time to time by Dy. CLC (Central) , Bhubaneswar so as to ensure the compliance of minimum wages Act –1948.
2. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However, BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Section IV of tender document.
3. **Allotment of vehicles:** Allotment of vehicle to different site in charges or sections purely lies with General Manager, BSNL, Cuttack, BA. Decision of General Manager, BSNL, Cuttack, BA in this regard is final and binding on all the bidders.
4. **Duty Hours of vehicles** are normally for ten hours per day on all working days of month excluding Sunday and National Holidays or as per actual requirement within the prescribed limit fixed. However actual duty hours shall be specified by actual users of vehicle. Vehicle will halt at night at outstations if required and night halt charges as applicable can be claimed by the contractor. Except vehicle used by General Manager, BSNL, Cuttack, BA, AGM(Trans), Cuttack &SDE(Trans), Cuttack. OT is restricted to 15 hrs in a month for all other vehicles .In case of emergency the vehicle can be utilized in Sunday and National Holidays, with prior approval of General Manager, BSNL, Cuttack, BA. The vehicle owner is not allowed to use the vehicle for any other commercial purpose after duty hours. If vehicle used for any unlawful purpose the vehicle supplier will be responsible for the consequence.
5. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice. Vehicle allotted to one unit/station can be changed and will be allotted to other unit/section within the Telecom. District depending upon the requirement. Notice for change of station / unit will be given atleast 15days in advance and will be effective from first day of the following month.
6. **Reporting Place for vehicles** is within the jurisdiction of Cuttack SSA under GENERAL MANAGER,BSNL,CUTTACK, BA Cuttack. Actual place of reporting shall be specified by users of vehicles.
7. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered per day between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
8. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and BSNL/General Manager, BSNL, Cuttack, BA reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-**Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.

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- (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices
- (iii) **Documents of vehicles-** The attested/self attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny. All the commercial vehicles should be insured.
- (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
- (v) **Govt.Tax/Levy/Duty** other than Service Tax for the vehicles will be borne by the Service Provider.
- (vi) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- (vii) **Drivers** attested/self attested copy of driving license (light motor vehicle) should be submitted during the contractual period.
- (viii) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (ix) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (x) **Duty Slips** induplicate copy to be printed and serially numbered by the Service Provider and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xi) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xii) **Multi-utility Purpose-**If the department wants to take some stores to be transported, those stores to be Transported by MUV.

9. Debarring Conditions:-

- i) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or deputation are prohibited from participation in this tender.
- ii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract. If meter tampering is proved then a penalty of Rs 1000/- (Rupees one thousand) only on each occasion will be levied.
- iii) Any misbehavior of bidder to officers of BSNL will be viewed seriously, will subject to lead termination of contract at any stage.
- iv) Service Provider shall not engage any person below 18 years of age.
- v) If at any point of time it is found that the contractor has provided other vehicle than the allotted vehicle to the site in-charge as per the work order without prior approval of General Manager, BSNL, Cuttack, BA, the contract with the bidder will be cancelled.
- vi) No vehicle should be supplied having registration in the name of an employee of BSNL or their close relative and certificate to this effect should be given on the body of the bill while submitting claim.

10 BSNL will not have obligation:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or in direct 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

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compensated by Service Provider.

(iii) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.

(iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11. Penalty for breach of terms & conditions:

(i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- maybe imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.

(ii) The penalty for absence during extra Hour duty will be Rs.150 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100per hour of absence.

(iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

(iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GENERAL MANAGER, BSNL, CUTTACK, BA Cuttack would be final.

(v) Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Tax, Model, Registration, commercial etc.

(vi) Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

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SECTION – V
GENERAL (COMMERCIAL) CONDITIONS

Bidder's Eligibility conditions:-bidder must submit attested/self attested copies of the following documents with the technical bid of the tender document :-

The bidder should have at least minimum 2 (two) commercial vehicles either in his / her / company's own name or on lease hold on or before the date of NIT of model not older than year **2016 onwards**. Vehicles should be registered as commercial in his name or in the name of company or lease holding for use as commercial as mentioned in preceding sentence. The proof of ownership in respect at least 2 (two) of commercial vehicles either owned or on lease hold should be submitted along with the Technical bid. The bidder should have a valid experience certificate of three year for an amount **Rs.23,70,060.00 (Rupees twenty three lakhs seventy thousand sixty only)** taken together during the financial year 2018-19, 2019-20& 2020- 2021 before the date of NIT from a competent authority of any unit of PSU / any Central Govt. Department / any State Govt. department or any reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least 02 (TWO) diesel/ CNG driven commercial vehicles such as Non-AC Indigo or equivalent cars, Jeeps Sumo, Honda Accent, Armada, Marshall, Bolero or equivalent etc. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered. Attested/self attested copy of firm registration, partnership deed in case firm is partnership firm and affidavit from notary in case of sole proprietary firm must be submitted Copy of PAN card. Copy of valid service tax registration certificate./ GST Regd certificate. If GSTIN not obtained, undertaking to this effect may be given to submit the GSTIN. Affidavit issued by notary on stamp paper regarding declaration of no near relative employed in BSNL. Affidavit issued by notary on stamp paper for declaration regarding not blacklisted firm and firm is not debarred. In case of self attested copies, the concerned bidder should produce original when called for by the committee.

2. Right to Accept or Reject:

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

3. Right to vary quantities

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

4. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 36 of section II** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

5. Terms of Payment:

The payment shall be process within 30 days from the date of receipt of the bills in the office of GM, BSNL, Cuttack, BA. Monthly bills in respect of vehicles engaged on monthly basis or daily basis shall be submitted in duplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 15th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. The bills should be submitted in

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duplicate to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed. In case the vehicle engaged on monthly basis is to be discontinued as per BSNL during the month, the bill is paid on actual basis, as per terms & conditions.

6. Clause by clause compliance.

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

7. Duration / Period of Contract:

Normally contract will be awarded **for 1 (one) year**. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

8. Variation in tender cost- BSNL reserves the right to increase upto 50% in emergent case only with proportionate variation in tender period. The General Manager, BSNL, Cuttack, BA reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 25 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency General Manager, BSNL, Cuttack, BA reserves the right to increase the contract period to another 1 year with 50% enhancement of estimated cost.

9). The bid security will be forfeited.

- i) If the bidder withdraws or amends its bid of impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently ;or
- ii) If the bidder does not accepted the APO/AWO and/ or does not submit PBG & sign the contract/agreement.

Note: The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable. Performance Security will be discharged after completion of Service Provider's performance obligations under the contract. If the Service Provider 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.

10. Termination for insolvency

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

11. Insurance

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

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12. Prices:

The rates should be on monthly basis. The KM slabs for monthly hire shown in **Scope of Work in Section-III**. The rate for extra per Hour detention and extra per km running is to be indicated in the above cases. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid. 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.

12.3 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.

13 Price Revision:

No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

Increase or decrease in Diesel during the month =

Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre) Average KM per litre of Diesel consumption (KMPL)

(Note:-The Base Rate of Diesel is the prevailing rate on the date of commencement of work / contract. The average KMPL in case of Indigo/Honda Ascent/ Maruti Swift Dzire/ SX4diesel/ Honda Amaze is 15KMPL & 12 KMPL for Bolero/ Sumo both petro & diesel driven.

The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

14 Arrear bills if any due to increase in fuel price is to be settled through supplementary bills to be submitted by the contractor. The supplementary bill is to be supported with proof of fuel price prevailing on 1st March of Month.

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SECTION-VI
CHECK LIST / REQUIREMENTS

Documents required to be submitted through e-Tender Portal

Sl No.	Description	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Scanned copies of all the pages of bid document duly signed with seal and date and the documents submitted with bid document by the tenderer or Authorized Person.		
2	Self attested copy of registered firm/company/Individual		
3	Experience certificate as per NIT		
4	Self-Attested Photo copy of PAN Card and IT return for (latest 2yrs) financial year		
5	Self attested copy of valid GSTIN registration & latest return of GSTIN		
6	Self attested copy of certificate from its bankers to assess its solvency/financial capability to the tune of 30% of annual estimated cost of tender		
7	Self attested copy of valid road tax paid receipt of the vehicles (own / on lease)		
8	Self attested copy of valid vehicle insurance policy & Pollution certificate of vehicles (own / on lease)		
9	Self attested copy of valid taxi permit of vehicle (own / on lease)		
10	Self attested copy of valid fitness certificate of vehicle (own / on lease)		
11	The bidder should have at least two (2) commercial vehicles either in his/he company's name or on leased vehicle for participating in the NIT. Vehicle model number is not older than 01.01.2016. (RC book in case of own vehicle and RC with lease deed agreement in case of lease hold has to be submitted)		
12	DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE		
13	NO NEAR RELATIVES CERTIFICATE IN BSNL		
14	Declaration for Downloading the tender Document		
15	TENDERER'S PROFILE		
16	MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER		
17	BID FORM		
18	UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED		
19	Declarations about non tampering the tender document		
20	Statement of vehicle owned by the bidder or lease hold		
21	Vendor Master form		
22	Creation of Customer ID for Tender		

Read, understood , complied & agreed

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SECTION-VII**FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

Sl. No.	Annexure	Format Name
1.	ANNEXURE-A:	AGREEMENT (Sample Format)
2.	ANNEXURE-B:	DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
3.	ANNEXURE-C:	NO NEAR RELATIVES CERTIFICATE IN BSNL
4.	ANNEXURE-D:	Declaration for Downloading the tender Document
5.	ANNEXURE-E.:	PERFORMANCE BANK GUARANTEE (BOND FORM)
6.	ANNEXURE-F:	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
7.	ANNEXURE-G:	TENDERER'S PROFILE
8	ANNEXURE-H:	MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
9.	ANNEXURE-I:	BID FORM
10.	ANNEXURE-J:	UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
11.	ANNEXURE-K:	Declarations about non tampering the tender document
12.	ANNEXURE-L :	Statement of vehicle owned by the bidder or lease hold
13.	ANNEXURE-M :	Vendor Master form
14.	ANNEXURE-N-	Creation of Customer ID for Tender

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Annexure-A
AGREEMENT FOR VEHICLE

This agreement is made on this _____ day of _____ 2021 between _____ herein after called the service provider whose term includes its successor and assignees) whose register office is at _____ and is registered under _____ act acting through its authorized official Sh. _____

AND

Bharat Sanchar Nigam Ltd. (hereinafter called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through its authorized office GM, Cuttack, BA at Cuttack . The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Rs.....(Rupees.....) as interest free Performance Security.

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

1. The Service Provider shall during the period of this contract, that is to say from..... to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than model 2016 onwards , on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL shall place an order for their requirement on the official Hire order form Annexure-Q(hereinafter called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than 2016 onwards **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 make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Section-V, Clause (5) of the Bid document to

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General Section of GENERAL MANAGER,BSNL,CUTTACK, BA office Cuttack on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued the local Central / State govt. office competent to issue such cards as per Section-IV, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users

/ BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered per day between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part and action deemed fit as per clause (36) of Section II of Bid Document.

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

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

In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.

The penalty for absence during extra Hour duty will be Rs.150 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100per hour of absence.

In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period. If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GENERAL MANAGER, Cuttack would be final. Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

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

12.1 Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Model & Type, Tax, Registration ,commercial etc.

13. The Bid Document No. NIT No: G-234/HV/19-2020-21/1, Dtd.0.08.2021, schedules annexure/appendix which are annexed to this agreement shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Service Provider. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by Service Provider or third party as the case maybe.

15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt

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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 parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the BSNL against all such liability.

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

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Company Act 1956 and clause (9.) of Section-II of the Bid documents of this agreement. A certificate to this effect is annexed to this agreement as per tender document.

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

20. Any type of misbehavior by the driver on duty or the bidder to BSNL officers will be viewed Seriously and may lead to termination of contract. Decision of General Manager, BSNL, CUTTACK BA in this regard is final not under prejudice.

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

22. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses-12 of Section-V of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Diesel and these variations shall be worked out from the base rate as per formula indicated in Clause - 13 of Section-V of Bid Document.

23. The KMs not used during a particular month shall be carried over to the subsequent two months and extra KMs if any traveled during these two months will be adjusted against these unused KMs. Maximum limit up-to 1500 KM for all the vehicle. In exigency if vehicle used beyond 1500KM

24. Except for vehicle of General Manager, BSNL, Cuttack, BA, AGM (Trans), Cuttack and SDE (Trans), OT is limited for 15 Hrs for all other vehicles.

25. 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 CGMT, Odisha Telecom Circle, Bhubaneswar of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGMT, Odisha Telecom Circle, Bhubaneswar 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 CGMT, Odisha Telecom Circle, Bhubaneswar of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and

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binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of CGMT, Odisha Telecom Circle, Bhubaneswar of BSNL at Bhubaneswar or such other place as the arbitrator may decide.

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

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

26. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed duly attested/self attested by a Magistrate / Executive Magistrate.

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

28. The base rate of diesel for which this contract will be Rs.....and Rs. _____ respectively.

28. Approved rate schedule

(Name of Service Provider)

Address

Tel _____ FAX _____ Email _____

And _____

DGM (Admn)
O/o GMTD, Cuttack

Henceforth any notice / letter will be served in above address / fax / email.

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

Signed
For and on behalf of the BSNL
Name (caps)
Position
Date
In the presence of Witnesses

Signed
For and on behalf of the Service Provider
Name (caps)
Date
In the presence of Witnesses

1

1

2

2

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure-B

DECLARATION OF 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 _____ Sign of Tenderer _____

Date _____ Name of the tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure-C

Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use SSA/Unit, vide No: NIT No : G-234/HV/19-2020/1, Dtd. _____ as required under Section-IV , clause (8) of Bid-Documents)

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor.]

DECLARATION

I,
S/o.....resident
of
.....hereby certify that none of my near relative(s) as defined in the tender document 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 have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder

Note: *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) and son’s wife (Daughter-in-law). Daughter(s) and daughter’s husband (Son-in-law), Brother(s) and brother’s wife, sister(s) and sister’s husband(Brother-in-law.)

Note : In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the Tenderer

Name of the Contractor

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.

I _____

(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **www.orissa.bsnl.co.in** or <https://etenders.gov.in/eprocure/app> and no addition/deletion/correction has been made in the entire tender document. 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.

Place_____

Sign of Tenderer_____

Date_____

Name of the tenderer__

(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure-E

Proforma for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 ½ years)

Dated:.....

Sub: Performance guarantee.

1. Whereas DGM (Cuttack), O/o GMTD, BSNL Cuttack R/o (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA)/Rural, O/o GMTD, BSNL Cuttack of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

- 7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, understood , complied & agreed

Signature & seal of bidder with Date



LETTER OF AUTHORIZATION FOR ATTENDING BIDOPENING
(To reach on or before date of bid opening)

Tender number _____

Sub: Authorisation for attending bid opening on _____ (Date) in the tender of _____

Following person is hereby authorised to attend the bid opening for the tender mentioned above on behalf of _____ (bidder).

Name Specimen signature

Signature of bidder

or

officer authorised to sign the bid document on behalf of the bidder.

- Note: 1. Maximum of one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened, may be refused in case authorised as prescribed above is not recovered.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Passport size
Photograph (To be
pasted) of the
Bidder / authorized
Signatory holding
Power of Attorney
with signature on the
front side of Photo
graph overlapping
the form

Annexure-G

TENDERER’S PROFILE

1. Name of the individual bidder/firm.....
2. Name of the person submitting the tender whose photograph is affixed
Shri Smt
- (In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)
3. Address of the individual bidder/firm
.....
4. Tel. Nos. with STD code (O)(Fax)..... (R)
Mobile No Email ID
5. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited
 (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
6. Name of Proprietor/ Partner / Directors.....
7. Contractor’s Registration Certificate details:
 - a) Category.....
 - b) Number.....
 - c) Issuing Authority
 - d) Issued on.....
 - e) Valid upto.....
8. Bidder’s bank, its address and his current account number.....
9. PAN & Income tax
circle.....
(Please attach a copy of PAN Card)
I/ Wehere by declare that the information furnished above is true and correct. Place:
Date:
Signature of Bidder/Authorized signatory
Name of the Bidder
Seal of the Bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure-H

**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE /
ELECTRONIC FUND TRANSFER**

To
The General Manager Telecom District, Cuttack-753012

Sir
Kindly pay any amount due to us to our Bank Account as detailed below either by electronic
Clearance / Electronic Fund Transfer mode and oblige

Sl#	Item	Details
1	NAME OF THE CONTRACTOR / FIRM	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	BANK ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

I hereby declare that the details furnished above has been verified by me and found to be correct.
DATE: _____ SIGNATURE OF SUPPLIER /BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our record

Signature of Bank Manager with Bank seal and date

TELNO __, FaxNo

Original copy signed by Bank officer with seal to be submitted.

Read, understood , complied & agreed

Signature & seal of bidder with Date

BID FORM
(To be attached with Section-VII A)

To From,
.....
<complete address of the purchaser><complete address of the Bidder>
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to transport telecom stores with loading & unloading in conformity with the terms and conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract.
7. Until a LOI is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

Address behalf of

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/ INFORMATION SUBMITTED

I,Shri/Smt..... Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for hiring of light commercial vehicles and multi utility vehicles (Hard –Top) for use in Cuttack Telecom District for the year 2021-22) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at anytime any information furnished in the documents/ certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place _____

Sign of Tenderer _____

Date _____

Name of the tenderer _____

(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “<http://www.odisha.bsnl.co.in>” or <https://etenders.gov.in/eprocure/appandIhavechecked> 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 _____

Signature of Bidder/Authorised Signature name _____

Seal of the Bidder _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

STATEMENT OF VEHICLES OWNED BY THE BIDDER OR ON LEASE WITH BIDDER.

BIDDER'S NAME:

COMPANY'S NAME:-----

Details of "**OWNED OR ON LEASE**" Vehicles of model not older than 2016 onwards .or newer in our fleet of Operation as on date:

SL. NO	commercial Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (/ Tata Indigo/Honda Ascent / Swift DZire/ Sumo/ Bolero / SX4/Honda Amaze or equivalent commercial vehicles etc Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance & Pollution
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-M



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, issued of TDS certificates, C Form for CST purchase etc)

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email Id :
(Mandatory for E-tendering)

Name of Contract Person : Mobile No.

Contact Details

PAN :

GST reg no :

LST (Local VAT reg No) CST Reg No.

Tax registration no :
(for Foreign Vendors)

Income Tax Exemption details

IT exemption no. IT exemption rate :

IT Exemption date

IT exemption date from IT exemption date to
Read, understood, complied & agreed

Signature & seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

Type of Account : Saving (1) Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor):

(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 here authorize BSNL to deduct bank charge applicable for such direct bank payments.

- Note:
- 1. If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 - 2. If Excise Registration/service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever 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 Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code
<i>Read, understood, complied & agreed</i>			

Signature & seal of bidder with Date

**ANNEXURE-N
CREATION OF CUSTOMER ID FOR TENDER**

Company Name & postal address with PIN Code	
Contract No.	
Email id	
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Read, understood , complied & agreed

Signature & seal of bidder with Date



SECTION-VIII
FINANCIAL BID

SCHEDULE OF REQUIREMENT AND HIRE CHARGES (RATE SCHEDULE)

Table - (A) (Scheduled Works): Monthly KM Hire Slab:

Sl.No.	Item Description (Hiring of light commercial and multi utility vehicles for using in Cuttack Telecom Dist.)	Quantity	Monthly hiring charges per vehicle In Figures to be entered by the Bidder Rs. P	TOTAL AMOUNT In Words
1	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 1500 KM per month			
2	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 2000KM per month			
3	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 2500 KM per month			
4	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 3000 KM per month			
5	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 1500KM per month			
6	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 2000KM per month	1		
7	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 2500KM per month	1		
8	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 3000KM per month	1		
9	For each Extra KM run per month for Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running beyond prescribed limit. Per extra kms RS.		Rate quoted for extra kms Rs.	
10	For each Extra KM run per month for Bolero / Sumo diesel driven non - AC commercial vehicle running beyond prescribed KM per month		Rate quoted for extra kms Rs.	
11	Detention charge beyond duty hours for all types of vehicles for each extra hour for all purpose.		Rate quoted for detention charges Rs.	
12	Night Halt charges for all types of vehicle		Rate quoted for night halt Rs.	

Read, understood , complied & agreed

Signature & seal of bidder with Date

TABLE-B (Non scheduled works):- Daily Time-Km Hire slab

Time Km hire slab	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle Quoted Rate with figures & words per vehicle per daily Time-KM	Bolero / Sumo diesel driven non - AC commercial vehicle Quoted Rate with figures & words per vehicle per daily Time-KM
4hrs 40kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....
8hrs 80kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....
10 hrs 100kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....

Note-1: The tendered rates shall be inclusive of all taxes and levies payable under respective statutes except GST. GST, if applicable, will be reimbursed to the Contractor by the Engineer-in-charge to the extent and by following the procedure provided for in the GST rules, as amended from time to time, on satisfying himself that the contractor has actually, genuinely and validly paid the GST. Tenderers who are liable to pay GST shall have valid registration with Central Excise department for service appropriate to this tender. However, no penal charge levied by the concerned department (department dealing with GST) on the contractor will be reimbursed. This condition will prevail upon any other clauses dealing with GST and the same shall stand amended to that extent.

Note- 2: Quoted rates for hiring charges shall be inclusive of fuel charges, driver's payment besides other consumables etc.

Note-3: Km stands for Kilometer.

Note:- 4: The actual quantity under the hire Time –Km- hire slabs will be intimated in work order after finalization Tender as per the requirement as and when required. The bidder should quote the rates for all the slabs in all type of vehicles which he can provide on receipt of the work order.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-IX

Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority and the competent authority for the purpose of registration as per applicability of Rule 144(xi) of the **General Financial Rules (GFRs) 2017 shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade**
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means –
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a Country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation-**
- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.

Read, understood , complied & agreed

Signature & seal of bidder with Date

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).

VII Bidder is required to submit certificate as under in pursuant to Rule 144(xi) GFR 2017.

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I Certify that this bidder is not from such a country or, if from such a country, has been registered with Competent Authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. **[Evidence of valid registration by the Competent Authority shall be attached]**

VIII Bidder(s) should have valid registration (in pursuant Rule 144 (xi) of the General Financial Rules (GFRs) 2017) at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during the contract execution.

Read, understood , complied & agreed

Signature & seal of bidder with Date



Appendix of Section IX

1. Preference to make in India

Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

1) Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
- (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020
- (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.

Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.

'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted telecom products, service and works, in their bid in the format available in Annexure-D.

2) Verification of local content

- (a). The '**Class-I local suppliers/Class-II local suppliers**' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for **Class-I local suppliers/Class-II local suppliers**, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the **Class-I local suppliers/Class-II local suppliers**' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Purchase Preference

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1. is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Minimum Local Content: The Local content requirement to categorize a supplier as ' Class-I supplier' is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

Read, understood , complied & agreed

Signature & seal of bidder with Date



Annexure

Format for Self Certification regarding Local Content (LC) for Telecom Product/Service or Works

Date:.....

_____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India / Department for Promotion of Industry and Internal Trade issued in reference to Public Procurement(Preference to Make In India), Order 2017 its subsequent amendments, guidelines etc

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the L.C.

That the L.C. for all inputs which constitute the said Telecom Product / Services / Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the L.C. of the Telecom Product / Services / Works mentioned herein is found to be incorrect and not meeting the prescribed L.C. norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for L.C. in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
- ii. Date on which this certificate is issued
- iii. Telecom Product / Services / Works for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of L.C. Claimed:
- vi. Name and contact details of the unit of the manufacturer:
- vii. Sale Price of the product:
- viii. Ex-Factory Price of the product:
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and Total Cost value of inputs used for manufacture of the Telecom Product / Services / Works:
- xii. List and Total Cost of inputs which are locally sourced. Please attach L.C. certificates from local suppliers, if the input is not in-house:
- xiii. List and cost of inputs which are imported, directly or indirectly:

For and on behalf of _____(Name of Firm / Entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and

Read, understood , complied & agreed

Signature & seal of bidder with Date

Contact No. and date>

Read, understood , complied & agreed

Signature & seal of bidder with Date



Annexure-II

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER
(ON COMPANY'S/FIRM'S LETTER HEAD)**

This is to certify that I/We, M/s(Name & Full address) as the front Bidder of this tender and our technology / consortium partner, M/s (Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any, I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or , If from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later state, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of the front bidder]

Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of the front bidder]

Read, understood , complied & agreed

Signature & seal of bidder with Date