



# **Bharat Sanchar Nigam Ltd.**

(A Govt. of India Enterprise)

**OFFICE OF THE GENERAL MANAGER  
TELECOM DISTRICT, DHENKANAL-759001**

**E-Tender Document for Hiring of Light Commercial  
vehicles and Multi-Utility Vehicles (Hard Top)**

**For use of Dhenkanal SSA**

**for the year 2018-19**

**( *TECHNICAL BID DOCUMENT* )**

**NIT No : G-127/2018-19/08**

**Dtd. 01.11.2018**

**Tender Paper Cost Rs. 525/-**

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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 MANAGER, Telecom Dist-Dhenkanal-759001.

### **NOTICE INVITING TENDER**

**e-Tender for hiring of light commercial Vehicles & multiutility vehicles (Hard Top) for use of Dhenkanal Telecom District**

1. On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl.No.	Item	Particulars
1	Tender Notice No & date	<b>G-127/2018-19/01, Dtd. 03.08.2018</b>
2	Tender item	Providing of light commercial multi utility vehicles for use of Dhenkanal Telecom District.
3	Estimated Cost	Rs 37,00,000/ ( Rupees Thirty seven lakh)
4	EMD	Rs 74000 /- ( seventy four thousand only )
5	PBG	Rs. 1,85,000/- ( One lakh eighty five Thousand only )
6	Tender Document can be downloaded from date	12.11.2018
7	Date of receipt of queries from bidders	<b>Up to 13.00 Hrs of 19.11.2018</b>
8	Reply of queries by BSNL	<b>Before 18.00 Hrs of 26.11.2018</b>
9	Last Date of Submission of Tender	<b>03.12.2018 up to 17.00 Hrs</b>
10	Date & Time of Opening of Tender (Technical Bid only)	<b>04.12.2018 at 11:00Hrs</b>
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 as per the Section-I, Para 2(b)
12	Cost of Tender paper	Tender paper cost is Rs.525.00/-. The cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).

**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 web site and/ or e-Tender Portal and/or CPPP Portal/ Gem Portal ( if applicable ).

2(a) The Tender document can be downloaded from the website:

**www.tenderwizard.com/BSNL** & [www.odisha.bsnl.co.in](http://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 Para 2(b).

Read, understood, complied & agreed

Signature & seal of bidder with Date

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

Name of the Bank and Branch	Union Bank of India, Dhenkanal.
Accounts Name	A.O(Cash), BSNL,O/o GMTD Dhenkanal
Account Number	540501010012016 - Current Account
IFSC Code	UBIN0554057
Address of the Bank	Meena Bazar, Jaganath Road , Dhenkanal
MICR Code	759026002
Mail Id :	gmtddkl10@rediffmail.com
Contact No	Mobile No. 9437570370

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 M/s ITI.

- (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 abreast of such amendments before submitting the tender document.
3. (a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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 ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per Annexure – E of Section VII.
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.(a) The bidder should have a valid experience certificate of an amount Rs.10,00,000/(Rupees ten Lakhs) taken together during the financial year 2015-16,2016-17,2017-18 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 ) , petrol/ diesel/ CNG driven commercial vehicles such as Non-AC Indigo or Swift Dzire, Jeeps Sumo, 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**.
- (b) The documents as listed out in Section VI should be uploaded in the E-Tender Portal.
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 **1<sup>st</sup> Floor, Room No – 103, BSNL Bhawan, Dakhinakali Road, Dhenkanal-759001** where BSNL Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

Read, understood, complied & agreed

Signature & seal of bidder with Date

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- 7 General Manager Telecom District, Dhenkanal 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.

*General Manager Telecom District  
Dhenkanal – 759001*

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 GMTD, BSNL, Dhenkanal, 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 thereto 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 MANAGER Telecom District, Dhenkanal.
- 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- 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 “www.tenderwizard.com/BSNL” of M/s ITI Limited 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 multiutility vehicles ( Hard top ) in jurisdiction of GMTD, Dhenkanal and within the state of Odisha as and when required.**

**2.** Estimated cost of the tender is approximately Rs. 37,00,000.00 ( Thirty seven lakhs only )

**3. NIT No : G-127/2018-19/08, Dtd. 01.11.2018**

**3A. GST Compliance**

- (i) The bidder should submit valid GST regn certificate or mention as unregistered dealer as per GST act.
- (ii) A self declaration that the bidder is not blacklisted by GST authorities
- (iii) In case the bidder 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**

The bidder should have a valid experience in providing light commercial vehicles and multiutility vehicles of an amount of Rs.10,00,000/(Rupees ten Lakhs) taken together during the financial year 2015-16,2016-17 & 2017-18 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 ) , petrol/ diesel/ CNG driven commercial vehicles such as Non-AC Indigo or Swift Dzire , Jeeps Sumo, 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.**

**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 equal to 5 % of the estimated cost of the work before award of final contract to him by the competent authority, in the form of **Bank Guarantee issued By any Scheduled/Nationalized bank valid up to 30 (Thirty) months from the date of signing of agreement with BSNL duly pledged in favour of AO( Cash), O/ o the GMTD, BSNL, Dhenkanal.**

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 GMTD, Dhenkanal.

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, Telecom Dist, Dhenkanal reserves the right to reject one or all of the tenders without assigning any reason thereof.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

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 at Annexure-D of Section-VII.

10. In case of any dispute arising out of the contract between the two contracting parties, the decision of the GENERAL MANAGER, Telecom Dist. Dhenkanal shall be final and binding.

11. The GMTD, Dhenkanal 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 GENERAL MANAGER Telecom District, Dhenkanal.

**13. COST OF BIDDING**

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

**14. CLARIFICATION ON BID DOCUMENTS**

*(a) 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 up to 13:00 hrs of 19.11.2018 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 FOR BID**

- a. 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.
- b. Documents in original should be submitted for verification as required by the Tendering Authority.
- c. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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- d. 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 at **Annexure-M of Section-VII.**

**16. AMENDMENT TO BID DOCUMENT**

- (a) 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.
- (b) The amendments shall be notified in the E-Tender Portal only and these amendments will be binding on them.
- (c) 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.
- (d) 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.

ITI Tender Wizard Help Desk Contact	<i>Shri Swadesh Kumar Bal, 9776823641, 01149424365 between 10:30 hrs to 18:00 hrs from <b>12.11.2018 to 03.12.2018</b> <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1 06762-226550 9438884499	<i>Mr. S.K. Routray, AGM (HR&amp;Plg) O/o GMTD Dhenkanal between 10:30 hrs to 17:00 hrs from <b>12.11.2018 to 03.12.2018</b></i>
BSNL Contact-2 06762-226200 94375-52600	<i>Shri Rabindra Kumar Sarangi SDE (General &amp; IT ) O/o GMTD BSNL Dhenkanal, between 10:30 hrs to 17:00 hrs from <b>12.11.2018 to 03.12.2018</b></i>

**17. 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.

**18. 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.**

**19. BID PRICE**

- (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.

**20. 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 in Annexure C of section VII should be given along with bid document.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**21. A. BID SECURITY/EMD**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS 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 BID SECURITY/ BID SECURITY WITH OUT 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**

- (a) 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
  - (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
  - (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;
- (c) Performance Security :
- (I) The successful bidder shall be required to deposit an amount equal to 5% of estimated cost of tender within 2 weeks 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 the proforma provided in annexure –F of the bid document.
  - (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.

**22. FORMAT AND SIGNING OF BID**

- (a) The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- (c) The letter of authorization shall be indicated by written power-of-attorney, if any, accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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**23. 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 /NEFT/RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI.

**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-Tender Portal.

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

Read, understood, complied & agreed

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Signature & seal of bidder with Date

## **II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is **17:00 Hrs of 03.12.2018.**
- 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-tenderportal.
- d. The Bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- 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.

### **24. 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.

### **25. 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, i.e., dated **04.12.2018 at 11:00 Hrs.** 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 Annexure - G in Section VII. 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**26. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor / organization) can attend the Tender Opening Event (TOE) at “**Room No – 103, 1<sup>st</sup> Floor, BSNL Bhawan, Dakhinakali Road, Dhenkanal 759001**”, where BSNL Tender Opening Officers would be conducting through online e-Tender at **11:00 Hrs. on 04.12.2018**. 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 the e-TenderPortal.

**27. 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 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.

**28. 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.

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			

**29. 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**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 Dhenkanal Telecom District and other Telecom Districts of Odisha Telecom Circle.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of GMTD Dhenkanal 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 & Plg) O/o GMTD Dhenkanal then GMTD, Dhenkanal 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.

**30. 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.

**31. VALIDITY OF THE CONTRACT.**

- i) The contract shall be valid for one year from the date of signing of the contract.
- ii) The GMTD, Dhenkanal reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 50 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency GMTD Dhenkanal reserves the right to increase the contract period to another 1 year with 100% 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.

**32. 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 incharge and counter signed by concerned Engineer In charge DE / AGM / CAO

Read, understood, complied & agreed

Signature & seal of bidder with Date

**33. 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 GMTD, Dhenkanal shall be final and binding on all concerned.

**34. 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. The

35. 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.

**36. 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 or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.

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

(d) Notwithstanding anything contained herein, 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 GMTD, Dhenkanal 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 while 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date



**37. 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.

**38. 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.

**39. 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 no 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.

**40. Arbitration:**

- a. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD Dhenkanal 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 GMTD Dhenkanal 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

Read, understood, complied & agreed

Signature & seal of bidder with date

his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Dhenkanal of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

- b. The venue of Arbitration proceeding shall be Office of GMTD Dhenkanal, BSNL Bhawan, Dakhinakali Road, Dhenkanal 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.

**41. SetOff: ( 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 10 days.

**42. REJECTION OF BID**

The bid will be rejected in case of:-

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

**43. 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.
  - c. The engagement and employment of labourers 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.
44. 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

#### 46. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI e-tender portal centric and for e-tenders invited by the GENERAL MANAGER Telecom District, Dhenkanal 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://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- 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)
- 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)

Read, understood, complied & agreed

Signature & seal of bidder with Date

#### 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>].

#### E. Registration

Amendments, if any, to the tender document will be notified in the [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) website as and when such amendments are notified.

Intending bidders are requested to register themselves with M/s. ITI Limited through e- Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

ITI Tender Wizard Help Desk Contact	<i>Shri Swadesh Kumar Bal, 9776823641, 01149424365 between 10:30 hrs to 18:00 hrs from 12.11.2018 to 03.12.2018 <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1 06762-226550 9438884499	<i>Mr. S.K. Routray, AGM (HR&amp;Plg) O/o GMTD Dhenkanal between 10:30 hrs to 17:00 hrs from 12.11.2018 to 03.12.2018</i>
BSNL Contact-2 06762-226200 9437552600	<i>Shri Rabindra Kumar Sarangi SDE (General &amp; IT ) O/o GMTD BSNL Dhenkanal, between 10:30 hrs to 17:00 hrs from 12.11.2018 to 03.12.2018</i>

#### 47. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) upto 18:00 Hrs of 26.11.2018 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.**

Read, understood, complied & agreed

Signature & seal of bidder with Date

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The bidder has also to upload the scanned copy of the documents as per checklist of section VI during uploading of the bid in E – format and the cost of the tender paper and EMD through online/NEFT/RTGS 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:
- ii. As part of the Electronic Encrypter functionality, the contents of both the “Electronic Forms” and the “Main-Bid are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid- encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering serviceprovider.

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://www.tendewizard.com/BSNL>).

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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Vi. The following “**FOURKEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your 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 relevant at all times.

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

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 M/s ITI Limited Helpdesk personnel given in **Clause-16(d) of section –II** for any type of assistance/help, which they may require while uploading the bids.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

**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 of upto 1500 run KMs in a month in various sections units under the GMTD jurisdiction.

**(NOTE: The Bidders responding to this NIT may quote for the said slab . The Bidder is required to quote for Hiring slab of 1500 KMs run in a month. The bidder should also quote for the extra Km run beyond KMs slab in a month as rupees per KM, detention charges beyond duty hours as rupees per hour and for night halt charges as rupees per night halt).**

**(Scheduled Works)**

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

<b>Monthly hire slab</b>	<b>Indigo / Honda Ascent diesel driven Non AC Commercial Vehicle</b>	<b>Bolero / Sumo diesel driven Non AC Commercial Vehicle</b>	<b>Maruti swift dzire / SX4 / Honda Amaze petrol</b>
<b>1500 KM / per month</b>	<b>3</b>	<b>6</b>	<b>1</b>

**N.B. 2.CHOICE OF THE VEHICLES RESTS WITH BSNL DHENKANAL.**

The Tables shown 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. Moreover GMTD, Dhenkanal reserves the right to vary the scope of work without assigning any reason thereof. The number of such requirement may not exceed 25% of the above estimated quantity.**

Read, understood, complied & agreed

Signature & seal of bidder with Date

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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 Dhenkanal SSA under GMTD. Dhenkanal 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 GMTD, Dhenkanal. Decision of GMTD, Dhenkanal 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 GMTD Dhenkanal, SDE(Trans &OFC), Dhenkanal & SDE(Trans &OFC ) , Nalconagar OT is restricted to 30Hrs 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 GMTD, Dhenkanal. 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 at least 15 days in advance and will be effective from first day of the following month.
  6. **Reporting Place for vehicles** is within the jurisdiction of Dhenkanal SSA under GMTD Dhenkanal. 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/GMTD, Dhenkanal 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.
  - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices

Read, understood, complied & agreed

Signature & seal of bidder with Date

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- (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) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code but if any of the one or two as above is not available with the bidder then the self certificate with reasons for their non-applicability should be submitted by the concerned bidder along with the technical bid. However, the submission of copy of valid labour registration certificate or valid labour license certificate alongwith the technical bid by the concerned bidder is a statutory requirement. If not applicable , undertaking to this effect must be submitted.
- (vi) **Govt.Tax / Levy / Duty** other than Service Tax for the vehicles will be borne by the Service Provider.
- (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- (viii) **Drivers** attested/self attested copy of driving license (light motor vehicle )should be submitted during the contractual period.
- (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure - O** ) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Multi-utility Purpose-** If the department wants to take some stores to be transported, those stores to be transported by MUV.
- (xiv) Unused KMs if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the fixed ceiling limit for the vehicle allotted to the site In charge.

**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.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

- 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/- ( one thousand ) 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 GMTD, Dhenkanal ,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 indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by 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/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.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 GMTD Dhenkanal 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.

**(vii) Signing of integrity pact.**

The successful tenderer shall be required to sign the integrity pact on a non-judicial stamp paper of Rs.100/- (Rupees one hundred only) at his own cost as per the enclosed Proforma in **Annexure-H**. The integrity pact will be signed separately alongwith agreement.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**SECTION – V**  
**GENERAL (COMMERCIAL) CONDITIONS**

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

- 1.1 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 **01.10.2013**. 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 lease 2 ( two ) of commercial vehicles either owned or on lease hold should be submitted along with the Technical bid.
- 1.2 The bidder should have a valid experience certificate of one year for an amount Rs.10,00,000/(Rupees ten Lakhs) taken together during the financial year 2015-16,2016-17 & 2017-18 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 ) , petrol/ diesel/ CNG driven commercial vehicles such as Non-AC Indigo or equivalent cars, Jeeps Sumo, 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.
- 1.3 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.
- 1.4 Copy of PAN card.
- 1.5 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.
- 1.6 Affidavit issued by notary on stamp paper regarding declaration of no near relative employed in BSNL.
- 1.7 Affidavit issued by notary on stamp paper for declaration regarding not blacklisted firm and firm is not debarred.
- 1.8 Copy of valid labour registration certificate or valid labour license certificate must be Submitted if applicable or affidavit regarding non applicability of Labour license must be submitted.
- 1.9 Attested/self attested copy of Valid EPF & ESI Certificate, if applicable. If not applicable, then enclose self declaration with valid reasons that EPF and ESI is not applicable to his/her firm.  
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:**

- 5.1 The payment shall be made within 30 days from the date of receipt of the bills in the office of GMTD, Dhenkanal . 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.
- 5.2 The bills should be submitted in 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.
- 5.3 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 GMTD, Dhenkanal reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 50 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency GMTD Dhenkanal reserves the right to increase the contract period to another 1 year with 100% enhancement of estimated cost.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

- 9). **The bid security will be forfeited.**
- i) If the bidder withdraws or amends its bid or 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 accept 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.

- 9.1) Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.
- 9.2) 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.

**12. Prices:**

- 12.1) 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.
- 12.2) Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid. 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:**

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

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

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

Average KM per litre of Petrol / Diesel consumption (KMPL)

(Note:- The Base Rate of Petrol/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 / SX4 petrol/ Honda Amaze is 15 KMPL & 12 KMPL for Bolero/ Sumo both petrol & diesel driven.

- 13.2) The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1<sup>st</sup> 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 bills is to be supported with proof of fuel price prevailing on 1<sup>st</sup> March of Month.

## SECTION-VI

### CHECK LIST / REQUIREMENTS

#### A. Documents required to be submitted through e-Tender Portal

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
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 Photo copy of PAN Card and IT return for financial year 2016-17 pertaining to Assessment year 2017-18			
3	Self-Attested Photo copy of Experience Certificate as per Annexure-N			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo Copy of valid EPF registration certificate. If not applicable attach self declaration with sufficient reasons.			
7	Self-Attested Photo copy of valid ESI Registration Certificate. If not applicable attach self declaration with sufficient reasons.			
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner. <b>If not applicable undertaking to this effect must be submitted.</b>			
9	Self-Attested Photo copy of valid Service Tax Registration Certificate / GSTIN.			
10	No near relative certificate duly filled in and signed, Annexure-D.			
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G of section VII.			
12	Tenderer's profile duly filled in and signed. Annexure-I of section VII			
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable, Proprietorship deed or articles / memorandum of association as the case may be.			
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B. section VII			
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E. of section VII.			
17	Self-Attested copy of Bid form duly filled in and signed. Annexure-K of section VII			
18	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C of section VII			
19	Self-Attested copy of the Check list duly filled in			
20	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-M.			
21	Self attested photo copy of proof of payment of EPF & ESI for the last quarter before the date of NIT.			
22	Self attested copy of firm registration for doing transport business.			
23	Statement of Vehicle owned by the Bidder or lease hold with bidder not older than <b>01.10.2013</b> model ( RC book incase of own vehicle and RC with lease deed agreement in case of lease hold has to be submitted )			
24	Copy of valid road tax paid receipt of the vehicles ( own / on lease )			
25	Copy of valid vehicle insurance policy of vehicles ( own / on lease )			
26	Copy of valid taxi permit of vehicle ( own / on lease )			
27	Copy of valid fitness certificate of vehicle ( own / on lease )			

Read, understood, complied & agreed

**B.**

Sl. No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (√ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid quoted in e-Tender Portal.			
3	Whether the corrections, if any, has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional? (All conditional offers will be rejected.)			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			

Read, understood, complied & agreed  
Signature & seal of bidder with Date

## **SECTION-VII**

### **FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Undertaking
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K: BID FORM
12.	ANNEXURE-L: UNDERTAKING FOR LABOUR LICENCE
13.	ANNEXURE-M:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
14.	ANNEXURE-N : Experience Certificate
15.	ANNEXURE-O : Format of duty slip
16.	ANNEXURE-P- List Of Authorities
17.	ANNEXURE-Q- Hire Order Not debarred / Blacklisted
18.	ANNEXURE - R Not debarred / Blacklisted Declaration of Non tampering of tender
19.	ANNEXURE -S Declarations about non tampering the tender document.
20.	ANNEXURE -T statement of vehicle owned by the bidder or lease hold

Read, understood, complied & agreed

Signature & seal of bidder with Date

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**Annexure-A**

**AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between M/S \_\_\_\_\_  
\_\_\_\_\_ (herein after called the Service  
Provider whose term includes its successors and assignees) whose registered office is at  
\_\_\_\_\_ And is  
registered under \_\_\_\_\_ and acting through  
its authorized official Sh. \_\_\_\_\_

**AND**

Bharat Sanchar Nigam Ltd. ( herein after called the BSNL whose term includes its successors and  
assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001  
and acting through its authorized office GMTD Dhenkanal at Dhenkanal. 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 01.10.2013 model, 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 indicated in Annexure-p shall place an order for their requirement on  
the official Hire order form Annexure-Q( herein after called Hire order ) and will receive  
acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the  
Service Provider will supply vehicles to these authorities on regular basis until such time the  
contract is valid and the parties in agreement are satisfied with the performance of the contract.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

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 **2013 ( 01.10.2013)** 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 General Section of GMTD office Dhenkanal 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:-

Read, understood, complied & agreed

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Signature & seal of bidder with Date

- 11.1 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/- 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.  
Dhenkanal would be final.
- 11.5 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-127/2018-19/08, Dtd. 01.11.2018, 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 may be.
15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Service Provider shall also be liable for all fines, penalties, and the like of 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 Annexure-D.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

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 GMTD,BSNL,Dhenkanal 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 Petrol/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 1500 KM
24. Except for vehicle of GMTD, Dhenkanal , SDE ( Trans-OFC ), Dhenkanal and SDE (Trans-OFC ), Nalconagar OT is limited for 30 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 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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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 as Appendix -V 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 petrol/ diesel for which this contract will be Rs..... and Rs..... respectively.
29. Approved rate schedule

(Name of Service Provider)

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

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

**And**

DGM ( T )

BSNL, O/o GMTD, Dhenkanal

Tel : 06762-22680, Fax -06762-223400

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 air mail.

Signed

For and on behalf of the BSNL

Name (caps)

Position

Date

In the presence of Witnesses

1

2

Read, understood, complied & agreed

Signed

For and on behalf of the Service Provider

Name (caps)

Date

In the presence of Witnesses

1

2

Signature & seal of bidder with Date

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**Annexure-B**

## **UNDERTAKING**

This deed of undertaking executed on this..... day of ..... Two thousand and .....

by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.) S/O ..... residing at..... on behalf of said M/s .....(Name of the Firm, Company, Trust, Society, etc.) having its office at ..... and duly authorised to sign, file and verify present undertaking by the said .....(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at.....hereinafter called BSNL) (which terms shall mean and include its successors, administrators, heirs and assigns.

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

(i) I/ We --- shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:

Read, understood, complied & agreed

Page 38 of 65

Signature & seal of bidder with Date

Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

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

OR

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

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

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

Date:

Place:

(Signature: ..... )

Name :.....

Designation:.....

**WITNESS :**

1 \_\_\_\_\_

2 \_\_\_\_\_

Read, understood, complied & agreed

Page **39** of 65

Signature & seal of bidder with Date

**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-D**

**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-127/2018-19/08, Dtd. 01.11.2018 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 any where 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

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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 **www.tenderwizard.com/BSNL** 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

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Signature & seal of bidder with Date

**PERFORMANCE SECURITY BOND**

**(To be typed on Rs.100/- non-judicial stamp paper)**

Sub: Performance guarantee

Whereas GMTD, BSNL, Dhenkanal  
R/o .....(hereafter referred as BSNL)  
Has issued an APO no. .... Dated ...../...../2018  
awarding the work of.....  
To M/s.....  
R/O.....( here after referred to as  
bidder ) and BSNL has asked him to submit a performance guarantee in favour of  
AO ( Cash ), BSNL, O/o GMTD, Dhenkanal 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 .....  
Bank.....Branch  
Having.....  
( Address ) and Regd. Office address as.....  
.....  
( herein after called “ the Bank” ) agreed to give this guarantee as hereinafter contained :

2. We “ the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, 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 obligation there-under , the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL 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 BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL 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 BSNL regarding the claim.

1. 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 BSNL 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 power exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and 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 BSNL or any indulgence by BSNL to Bidder or any other matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

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.
  - b) The guarantee shall stand completely discharged and or rights of the BSNL 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 BSNL demands any money under this Bank guarantee, the same shall be paid through Banker Cheque in favour of “ AO ( Cash ), BSNL, Dhenkanal , payable at Dhenkanal.
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 Bank Officer )

Rubber Stamp of the Bank

Authorized Power of Attorney number.....

Name of the Bank Officer.....

Designation.....

Complete Postal Address of Bank.....

.....

Telephone Number .....

Fax Number.....

Read, understood, complied & agreed

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Signature & seal of bidder with Date

## **BID SECURITY BOND**

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

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

THE CONDITION of the obligation are:

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

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

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank Name

Signed in Capacity of Signature of Witness

Full Address of Branch

Name of Witness

Tel. No. of Branch

Address of Witness

Fax No. of Branch

Read, understood, complied & agreed

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Signature & seal of bidder with Date

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

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

To  
Bharat Sanchar Nigam Ltd.

Subject - Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender  
of \_\_\_\_\_

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

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

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

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

Read, understood, complied & agreed

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Signature & seal of bidder with Date

**INTEGRITY PACT**

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as 'The General Manager'

and

.....hereinafter referred to as  
'The Bidder/Contractor'**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract's for.....The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above,

**Section 1 - Commitments of the Principal**

- (1). The General Manager commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the General Manager, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The General Manager will, during the tender- process treat all bidder(s) with equity and reason. The General Manager will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The General Manager will exclude from the process all known prejudiced persons.
- (2) If the General Manager obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the General Manager will inform its Vigilance Office and in addition can initiate disciplinary actions

Read, understood, complied &amp; agreed

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Signature &amp; seal of bidder with Date

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other, person or firm, offer; promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to. in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b).The Bidder(s)/Contractor(s) will not enter with other Bidder^ into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (b) The Bidder(s)/Contractor(s).will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
  - (c)The Bidder(s)/Contractor(s)? will, when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s). before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the defined procedure.

## **Section 4 - Compensation for Damages**

- (i) If the General Manager has disqualified the Bidder(s) from the tender process prior to the award according to Section 3. the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the General Manager has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.



## **Section 5 - Previous transgression**

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure

## **Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

- (i) The General Manager will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment- in conformity with this Integrity Pact.
- (iii) The General Manager will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the General Manager obtains knowledge of conduct of a Bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the General Manager has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

## **Section 8 - External independent Monitor/Monitors**

1. General Manager appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor' is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
4. The General Manager will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the General Manager and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the General Manager and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the General Manager within 8 to 10 weeks from the date of reference or intimation to him by the ' General Manager ' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

6. The word "Monitor would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

### **Section 10 - Other provisions**

2. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the General Manager, i.e. New Delhi The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

3. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

**For the General Manager**

**For the Bidder/Contractor**

**Place** .....

**Witness 1** .....

**Date** .....

**Witness 2** .....

Read, understood, complied & agreed

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Signature & seal of bidder with Date

Annexure-I

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

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 up to
8. Bidder’s bank, its address and his current account number
9. PAN & Income tax circle
(Please attach a copy of PAN Card )

I / We hereby 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

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

To

The GENERAL MANAGER Telecom  
District. Dhenkanal.759001

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

TEL NO \_\_\_\_\_, Fax No \_\_\_\_\_

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

Signature and seal of the bidder

Read, understood, complied & agreed

Signature & seal of bidder with Date

# BID FORM

(To be attached with Section-VII A)

To

The GENERAL MANAGER Telecom District, Dhenkanal,  
BSNL Bhawan, Dakhinakali Road  
Dhenkanal -759001.

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding onus.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Any deviation will result in the rejection of the bid.

- a. Date (DD/MM/YYYY) : \_\_\_\_\_
- b. Signature of (Bidder or authorized signatory): \_\_\_\_\_
- c. Name (Bidder or authorized signatory): \_\_\_\_\_
- d. Duly authorized to sign the bid for and on behalf of bidder \_\_\_\_\_ ( In case of authorization)
- e. Witness .....
- f. Address .....

Read, understood, complied & agreed

Signature & seal of bidder with Date

**UNDERTAKING TO SUBMIT LABOUR LINCENCE**

I, **Sri/Smt/M/s** \_\_\_\_\_

(Name of the Contractor) do hereby undertake to submit labour license for \_\_\_\_\_  
number of labourers for which I/We will be awarded for providing labourers within two months of issue of  
work order as I do not possess the license of such labourers at present.

Place \_\_\_\_\_

Sign of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Name of the tenderer \_\_\_\_\_  
(Along with date & Seal)

Read, understood, complied & agreed

Signature & seal of bidder with Date

**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 Dhenkanal Telecom District for the year 2018-19) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time 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

FORMAT FOR ISSUE OF EXPERIENCE CERTIFICATE

**TO WHOM IT MAY CONCERN**

This is to Certify that ....., has supplied the vehicle .....for the year .....of an amount Rs. .... ( Rupees ..... only ). The service rendered by this supplier is without any complaint and is satisfactorily.

***Signature of the Officer  
( Not below the rank of DGM )***

Read, understood, complied & agreed

Signature & seal of bidder with Date



**FORMAT OF DUTY SLIP**

*(Print Name of the company & address)*

Sl. No.....

Date.....

**( to be filled by contractor )**

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

**( to be filled by user )**

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

Driver's Name & Signature

Signature of User

Read, understood, complied & agreed

Signature & seal of bidder with Date

# Annexure-P

## B.S.N.L

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

### The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract From \_\_\_\_\_ To \_\_\_\_\_

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

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

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

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

Position \_\_\_\_\_

Date \_\_\_\_\_

Read, understood, complied & agreed

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Signature & seal of bidder with Date

# B.S.N.L.

[A Government of India Enterprise]

## Hire Order

( only by specified authority )

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

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

### Order details

BSNL's order number \_\_\_\_\_ Service Provider's reference \_\_\_\_\_  
Name of Hiring unit \_\_\_\_\_  
Name of SSA \_\_\_\_\_  
Designation of authority hiring \_\_\_\_\_  
Delivery address \_\_\_\_\_

### Vehicle details

Make \_\_\_\_\_ Model ( year of manufacture) \_\_\_\_\_  
Fuel used \_\_\_\_\_ Horse Power ( cc ) \_\_\_\_\_ Euro I / II \_\_\_\_\_  
Any other details \_\_\_\_\_

### Hire details

Vehicle delivery date \_\_\_\_\_ Period of hire (months) \_\_\_\_\_  
Monthly hire charge Rs. \_\_\_\_\_  
Contracted monthly mileage \_\_\_\_\_ Kms

Signed \_\_\_\_\_  
( on behalf of BSNL)  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

Read, understood, complied & agreed

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Signature & seal of bidder with Date

**DECLARATION-II**

I/We hereby declare that my/our firm has/have not been declared debar for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED . I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Dhenkanal Telecom District Dhenkanal.

Signature of Tenderer

Name of the Tenderer

(Capacity in which signing)

Station:

Date:

Read, understood, complied & agreed

Page **60** of**65**

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Sign of Bidder/Authorised Signatory  
Name \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

Read, understood, complied & agreed

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Signature & seal of bidder with Date

**ANNEXURE-T**

**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 **01.10.2013**.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
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



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

**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT**  
**(BSNL) DHENKANAL**

SECTION-VIII

**BID DOCUMENT**  
**(FINANCIAL)**

**E-Tender Document for Hiring of Light Commercial**  
**vehicles & Multi-Utility Vehicles (Hard Top)**

**For use of Dhenkanal SSA.**

**FOR THE YEAR 2018-19**

**NIT No : G-127/2018-19/08**

**Dtd. 01.11.2018**

**Tender paper Cost Rs. 525/-**

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Signature of the Bidder with Seal

# FINANCIAL BID

**NIT No : NIT No : G-127/2018-19/08**

**Dtd. 01.11.2018**

A: (Name & Address of the Purchaser or BSNL Authority)

Dear Sir,

1. Having the conditions of contract and services to provide 10 Nos of vehicles, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges ( Rate schedule )** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this.....Day of .....2018.

Signature of .....  
In capacity of .....

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

Witness.....

Address.....

Signature

**Encls:** Schedule of Requirement & Hire charges (attached with financial bid on next page as a **Section - VIII**)

Read, understood, complied & agreed

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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:**

Slab No	Monthly Kilometer Hire slab	Hire charges per vehicle per month slab rate			Service Tax / GST in % (as applicable)
		Indigo Diesel Driven NON-AC Commercial vehicle (A)	Bolero / SUMO Diesel driven Non-AC Commercial vehicle (B)	Maruti Swift Dzire / SX4 Petrol. Commercial vehicle (C)	
1	1500 KMs	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	

**Table - (B) (Scheduled Works) :-**

Type of vehicle	For each extra KM run beyond 1500 KMs run in a month (Rs./KM)	Detention charges beyond duty hours (Rs./Hour.)	Night halt charges (Rs./ Night Halt)	Service Tax / GST in % (as applicable)
<b>Indigo Diesel Driven/ Honda Ascent NON-AC Commercial vehicle (A)</b>	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	
<b>Bolero / SUMO Diesel driven Non-AC Commercial vehicle (B)</b>	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	
<b>Maruti Swift Dzire / SX4 Petrol / Honda Amaze Commercial vehicle (C)</b>	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	Rs ( In figure )..... ( In words )..... .....	

**NOTE :-** (i) The tender will be evaluated for rate quoted for table A , B & C combined together.

(ii) Choice of the vehicles rests with BSNL Dhenkanal.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

Signature of the Bidder with Seal