



TENDER DOCUMENTS

for

HIRING OF VEHICLES UNDER **PHULBANI TELECOM DISTRICT**

O/O the Telecom District, Engineer
PHULBANI-762001

No: -N-38/2018-19

Dated at Phulbani – 27.11.2018

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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No.: N-38/2018-19

Dtd at Phulbani- 27.11.2018

NOTICE INVITING TENDER

Properly sealed tenders packing with PVC tape or sealing wax are invited by the Telecom District Engineer, BSNL, Phulbani from vehicle owners/firms having minimum one vehicle of following type for supply to this Telecom District at the specified locations (HQ) on hire basis. The vehicles should **not be more than six years old from the date of publication of this NIT.**

Sl. No	Name of the Controlling Officers	Type of Vehicle	No. of Vehicle	Head Quarter where the vehicles are required	EMD in Rs
01	SDE(N/W-Op-CFA), Boudh	Bolero/ Sumo	One	Telephone Exchange, Boudh	5000/-

Intending eligible bidders may obtain Bid Document from SDE (Plg.) O/o- The TDE, Phulbani on payment of Rs **590/-** (Rs. Five hundred Ninety only) (non refundable) on all working days up to **13.00** hrs from date ----- The payment will be accepted in the form of Cash/ Crossed Demand Draft drawn on any Scheduled Bank/ Nationalized Bank in favour of Accounts Officer (Cash), BSNL, Phulbani & payable at Phulbani.

1. Time and last date of issue of Bid Document, Up to 13.00 Hrs. of Dt. 18.12.2018
 2. Time and Date of submission of tender/bid..... Up to 17.00 Hrs. of 18.12.2018
 3. Time and date of Opening of Tender (**Technical Bid**). at 11.00 Hrs. of. 19.12.2018
 4. Minimum Validity of Tender offer 180 days from the date of opening.
 5. Duration of contract ...(02).....Two Year with an option of extension for One more Year
- (Bid Document and subsequent clarifications on bid terms if any can also be down loaded from BSNL web site www.odisha.bsnl.co.in. If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs.590/-as cost of documents and the same should be kept with the TECHNICAL BID.

**Telecom District Engineer
Phulbani**

Seal & Signature of the Bidder

SECTION-II

SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their supervisor.

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

(NOTE: The bidders responding to this NIT may quote either PLAN-1 or PLAN-2 or both. Each plan will be evaluated independently. The bidder is also required to quote for all hiring slabs indicated in the respective PLANs.)

PLAN-1

(Scheduled Works)

Monthly KM Hire Slab:

As per monthly requirement the vehicles will be requisitioned. The monthly KM hire slab on which vehicles are required and the estimated number of such **hiring per Month** are tentatively indicated below.

<i>Monthly Hire slab</i>	<i>Quantity of JEEP, SUMO, QUALIS, & BOLERO/ Marshal</i>
A	B
<i>2000 KMs / month</i>	<i>1</i>

The approximate requirement of Commercial Vehicle under Plan – 1 is furnished as above.

PLAN-2

(Non-Scheduled Works)

Daily Time-KM Hire Slab:

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

<i>Time-KM Hire slab</i>	<i>Number of days- SUMO & QUALIS, Bolero</i>	<i>Number of days Indica for temporary period, when required</i>
A	B	C
<i>4 Hrs---40 Kms</i>	<i>---</i>	
<i>8 Hrs---80 Kms</i>	<i>---</i>	
<i>10Hrs---100 Kms</i>	<i>---</i>	

The Tables shown in PLAN 1&2 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. The vehicle may be deployed at anywhere in the SSA as per requirement and the decision of the competent authority in this regard is final. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.**

Seal & Signature of the Bidder

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service provider:** The successful bidder eligible to supply vehicles as per tender condition is the service provider to BSNL in this case.
2. **Service to be provided** is to supply the on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of TDE, Phulbani. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality of Service.
3. **Quantity of Vehicle** -Total approximate- 01No (Bolero/ Tata Sumo etc.)
4. **Duty Hours of vehicles** are normally for ten (10) hours per day on all days of month. However, actual duty hours / days shall be specified by actual users of the vehicle. Hours of off days shall be adjusted against the extra duty hours on working days if any.
5. **Notice period for supply of vehicle** 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.
6. **Reporting Place for vehicle** is within the jurisdiction of the controlling officer. Actual place of reporting shall be specified by the users of vehicle.
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 in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 3(Three) KMs whichever is less.
8. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and 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.**
9. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed round the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **E-mail ID-** Where requisition of vehicle and required immediate correspondences can be conveyed. E-mail ID must be specified in the bid.
 - (iii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iv) **Documents of vehicle-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - (v) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
 - (vi) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any of the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
 - (vii) **Govt. Tax / Levy / Duty** other than GST for plying the vehicles in Odisha will be borne by the Service Provider.
 - (viii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - (ix) **Driver** - Attested copy of driving license should be submitted during the contractual period.
 - (x) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.

Seal & Signature of the Bidder

- (xi) **Assign** driving to only qualified experienced licensed driver and also assume full responsibility for the safety and security of the officers/officials and store items.
 - (xii) **Duty Slips** (in case of transport agency) in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
 - (xiii) **Vehicle 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) **Unused KMs** if any during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
10. **Debarring Conditions:-**
- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative.
 - (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
 - (iii) 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.
 - (iv) Service Provider shall not engage any person below 18 years of age.
11. **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) 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.
12. **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 up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
 - (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per 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 TDE, Phulbani would be final.

- (v) In case the bills are not submitted maximum within three months from the completion of a month, then a penalty of Rs. **500/-** per month from the fourth month will be imposed on the contractor. The penalty will be deducted from the billed amount at the time of making payment.
- (vi) **No payment will be made for vehicles supplied by the Service Provider older than Six Years Model.**
- (vi) The service provider should not refuse to provide vehicles against BSNL's requirement, and on each refusal a 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.

SECTION-IV

GENERAL & COMMERCIAL CONDITIONS

1 Bidder Eligibility:

1.1 The bidder should own minimum one vehicle as per list in the NIT, which is registered as commercial vehicle in his name or firm's name. The proof of ownership should be produced as and when called for. In case of non commercial vehicle the bidder should convert the vehicle to commercial one before execution of agreement.

1.2 In case of a bidder being a transport agent, the bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% of the total quantity estimated for hiring.

1.3 The bidder must have the permit from RTOs not older than five years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the bidder will be able to supply the commercial vehicles of model not older than **six years** shall be provided.

1.1 Documents required to be submitted in the Technical Bid:

The following documents along with the Bid Security as per NIT should invariably be submitted in the Technical Bid as specified in **Annexure-2 & 2A**.

- 1.1.1 Self attested copy of proof of Ownership of the Vehicle
- 1.1.2 Self attested copy of Permanent Account Number (PAN)
- 1.1.3 Self attested copy of GST Registration No. (Optional); In case the bidder having no S Tax Registration Certificate is selected, then the same has to be produced within one month from the date of signing the agreement.
- 1.1.4 Self attested copy of Firm registration certificate in case of firm
- 1.1.5 Certificate of no relative working in BSNL as per Appendix-IV
- 1.1.6 Duly filled in and signed Annexure-2 & 2A
- 1.1.7 Self attested copy of EPF/ESI registration certificate along with latest deposit particulars.

N.B: If EPF is not applicable then the tenderer has to give an undertaking that he is not covered under the EPF ACT 1952 as the total labourers /employees working under him are less than 10. However as and when the total labourers /employees working under him will be more than 10 he will provide the EPF Registration number.

2. Right to Accept or Reject:

BSNL shall not be bound to accept the lowest or any tender and reserves to itself 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. Bid Forms (Two Bid Format).

3.1 The tender should be submitted in two covers; *One* super scribing Technical Bid containing the Bid Document Cost & EMD and documents as specified in Clause no-1.1 of Section-IV and *Second* Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted "Tender for Hiring Vehicles under Phulbani TD ". All the three envelopes are to be duly sealed with either sealing wax or PVC tape. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. All Columns should be furnished with relevant details and no column should be left blank. **Bidder shall furnish the documents as per Technical Bid Form at Annexure-2 & 2A.**

3.2 Financial Bid of the bidders who have qualified in the Technical Bid only will be opened.

3.3 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.4.....

3.5 The duly filled tenders must be accompanied with EMD (Bid security) amount **as per NIT** valid for 180 days from the date of tender opening in the shape of a **Demand Draft of amount mentioned in the NIT** in favour of A.O. (Cash), O/o the TDE, Phulbani or money receipt in proof of deposit in the A.O.(Cash).

3.6 Submission Of Bids:

Tender documents should be submitted to O/o the TDE, Phulbani on or before the date and time as per NIT. No tender document will be received after due date and time. **The tender can be dropped on individual vehicle basis or for a number of vehicles or for the entire vehicles by a bidder. The bidder has to furnish the EMD for the number of vehicles for which he wanted to bid, as mentioned in the NIT.**

3.7 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.8 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

3.9 At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.10 The amendments shall be notified in the BSNL website that is www.odisha.bsnl.co.in and these amendments will be binding on the bidders.

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

4. Bid opening

Tender will be opened on the schedule date and time in the Chamber of TDE Phulbani as per NIT. Tender Opening Committee (TOC) appointed by the Telecom District Engineer,, Phulbani shall first open the main Tender document's cover containing the "Technical Bid" & "Financial Bid" in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Annexure-5). Next

Seal & Signature of the Bidder

Technical Bids of the Tenders received will be opened on the same day and the Sealed Financial Bids will be kept in BSNL custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in Annexure-2. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. Technical Bid without Bid security will be rejected forthwith.

5. Bid Evaluation

Financial Bid of the bidders who have qualified in the Technical Bid only will be opened. Bid evaluation will be done by the Tender Evaluation Committee (TEC) appointed by the Telecom District Engineer, Phulbani

5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

6. Award of Contract

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4** of bid document.

7. Right to vary quantities

BSNL reserves the right at the time of award of contract to increase or decrease up to 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.

8. Signing of Contract

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

8.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 12**.

9. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 8** 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.

10. Period of validity of bids

(i) The bid shall remain **valid for 180 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in **Section V** for the vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, but excluding GST etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

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

Seal & Signature of the Bidder

11.3 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

12. Bid Security

12.1 Pursuant to **clause 3.5**, the bidder must submit the Bid Security as mentioned in the NIT for each vehicle separately. The Bid Security shall be in the form of **Demand Draft** in favour of A.O.(Cash), O/o the TDE, Phulbani payable at Phulbani or money receipt in proof of deposit in the A.O.(Cash) may be submitted in separate cover.

12.2 The successful bidder's Bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing of the performance security.

13. The Bid Security may be forfeited:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

i) to sign the contract in accordance with clause 8

ii) to furnish performance security in accordance with clause 17 of Section IV

13.3 A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening state and returned to the bidder unopened.

13.4 The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

14. Terms of Payment:

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/o the TDE, BSNL, Phulbani. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of GST 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, BSNL will not be responsible for any kind of delay in payment. **In no case, bills are to be submitted beyond three months by the contractor. In such cases the onus will be entirely on the contractor and penalty as per Clause no-12 (V) of section –III may be imposed for such delay in submission of bills.**

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent 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.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **Under Section-II** and General & Commercial Conditions **Under Section-III**. In case of deviation a statement of deviation shall be given.

16. Duration / Period of Contract:

Normally contract will be awarded for 2 (Two) 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 etc.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an additional amount of Rs.5,000/- as performance Security per vehicle with in 07 days of conveying BSNL's intention for accepting the bid and EMD amount of Rs.5000/- will be converted to SD.

17.2 Performance Security shall be submitted in the form of D/D drawn on any scheduled Bank.

17.3 The total performance security of Rs.10000/- will be discharged after completion of service provider's performance obligations under the contract.

17.4 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.

17.5 The EMD of the unsuccessful bidders will be refunded back after finalization of tender.

18. Termination of Contract

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, **terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.**

18.2 All instructions, notices and communications 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.

18.3 Notwithstanding anything contained herein, **BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason** and without incurring any financial liability whatsoever to the Service Provider.

18.4 **BSNL also reserves the right to terminate the contract at any time or stage if it is found that the documents submitted by the bidder are not authentic and The Performance Security or EMD submitted in this regard will be forfeited.**

19. 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.

20. 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.

21. Prices:

21.1 The rates should be quoted on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.

21.2 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.

21.3 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.

21.4 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.

22. Miscellaneous Conditions:

23.1 BSNL reserves right to counter offer price against price quoted by the bidder.

23.2 The bidder with the lowest evaluated price (L1) will be considered for allotting about 70% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders i.e., L2 . However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

23.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

23.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fail to honour their bid without sufficient ground.

23.5 BSNL reserves the right to divert or relocate the vehicle to other locations within the territory of the Telecom District Engineer,, Phulbani as per the requirement if any.

23. Force Majeure:

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

24. Arbitration:

24.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT, Bhubaneswar, 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, 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 other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT, Bhubaneswar, 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

Seal & Signature of the Bidder

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 thereof or any rules made thereunder.

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

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

25. Set Off (Recovery of Sum Due):

25.1 Any sum of money due and payable to the Service Provider (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 Service Provider with BSNL.

25.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

25.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

The TDE, Phulbani reserves the right to modify the nature and measure of any penalty mentioned in the tender as deems fit if necessity arises (due to delay in performance, sub standard work or otherwise) .

SECTION-V

SCHEDULE OF REQUIREMENT AND HIRE CHARGES (Including Fuel)

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

Slab No	Monthly KM Hire slab	Hire Charges per vehicle (Rs) Unit (per month) Slab Rate (Excluding GST) Tata Sumo/Marshal/ Balero/ MUV	
		In figure	In words
		A	A
1	2000 KM		

FOR BOTH PLAN-1

		Rate for extra KM, Night halt & over time.			
Sl. No.	Particulars	Tata Sumo/Marshal/ Bolero/ MUV		Indigo cars non AC	
		In figure	In words	In figure	In words
		A	A	B	B
1.	For extra KM (Rs./KM) beyond approved limit.				
2.	Detention charges beyond duty (OT) (Rs./Hr.)				
3.	Night halt charges (Rs./Halt)				

DATE

SIGNATURE

SEAL

SECTION -6

UNDERTAKING & DECLARATION

6 (A) - for understanding the terms & condition of Tender & Spec. of work.

A) Certified that:

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

B) The tenderer hereby covenants and declares that:

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

Date

.....
Signature of Tenderer

Place

Name of Tenderer
Along with date & Seal

Seal & Signature of the Bidder

ANNEXURE-1

FINANCIAL BID

Tender No.....

Date

To

Telecom District Engineer, BSNL,
Phulbani.

Dear Sir,

1. Having the conditions of contract and services to be provided, 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** attached herewith and made part of this Bid.
2. I/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 my/our Bid is accepted, we will submit DD of Rs.5000/- in favour of AO (Cash) BSNL, Phulbani towards performance Security.
4. I/We agree to abide by this Bid for a period of 180 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between me/us.
6. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent replacement.
7. I/We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay 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

Seal & Signature of the Bidder

HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF PHULBANI TELECOM DISTRICT

Tender Ref:

Date:

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	(In case of a bidder being a transport agent) Is your concern Recognized / Registered (Attach Photocopy as a proof)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Tick as applicable	
	a. Recognized by Govt. of India as Tourist Transport operator	
	b. Registered under Companies Act	
	c. Registered under Shops and Establishment Act	
	d. Registered as firm	
	e. Proprietorship / Any other category (please specify)	
	f. Sister concern of (please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	GST Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of	
	ESI (Attach proof) :	
	EPF (Attach Proof) :	
	Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4.	Detailed Statement of Registered commercial vehicles of 5 year old or less as per format at Annexure-2A .	
5	Any other document as asked in NIT.	

DATE

SEAL

SIGNATURE

Seal & Signature of the Bidder

Statement of Vehicles owned by the Bidder
(With documentary proof)

BIDDER'S NAME: _____

COMPANY'S NAME: _____

(In case of a bidder being a transport agent)

Details of "OWNED" Vehicles of Six Years old or less as on date:									
SL. NO.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Tata Sumo/ Bolero etc. Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									

Note: Use additional sheets if required.

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.

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Seal & Signature of the Bidder

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 untoBSNL, 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 Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

Seal & Signature of the Bidder

PERFORMANCE SECURITY BOND
(to be submitted with the agreement)

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____
_____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for _____ Rs. _____ For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, _____ (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount _____ not exceeding _____ Rs. _____.
3. We undertake to pay to the BSNL, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (Eighteen month) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

Seal & Signature of the Bidder

5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____
(Indicating the name of the bank)

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

Seal & Signature of the Bidder

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

To

The TDE, Phulbani
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.

Seal & Signature of the Bidder

FORMAT OF DUTY SLIP

(in case of the bidder being a transport agent)

(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

Seal & Signature of the Bidder

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 official Sh. _____, at Circle/ TDE Office at _____. 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 three year model, on the rates accepted as described in schedule vide Appendix-I to this agreement. BSNL shall reimburse that amount of GST, 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 Appendix-II shall place an order for their requirement on the official Hire order form Appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than five years 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-IV, Clause (14) of the Bid document to the _____ Section of _____, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, 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 in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (18) of Section IV 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 (12) of Section III 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. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.

11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

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.

13. The Bid Document No. BSNL/_____ / _____ / 2018 Dated _____ 2018, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & _____ respectively shall form part and parcel of this Agreement and integral part of this agreement.

Seal & Signature of the Bidder

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 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 Sch-IA of Company Act 1956 and clause (9.i) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

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

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

21. 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 (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

22. The KMs not used during a particular month in Plan-1 (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of * _____ of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the * _____ or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as **Arbitrator for any reasons whatsoever, the * _____ of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will**

Seal & Signature of the Bidder

have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that

in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of * _____ of BSNL at _____ or such other place as the arbitrator may decide.

(N.B : *At the places marked * in the above clauses, "The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Engineer(TDE), as the case may be incorporated.)*

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 it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

26. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix –V duly 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:

(Name of Service Provider)

Address: _____

Tel: _____ Fax: _____ E-mail: _____

And

Name of the CGM / PGM / GM / TDE

Bharat Sanchar Nigam Limited

Address : _____

Tel : _____ Fax : _____ E-mail : _____

Seal & Signature of the Bidder

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

Signed _____
For and on behalf of the BSNL
Name (caps) _____
Position _____
Date _____

Signed _____
For and on behalf of the Service Provider
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

- 1.
- 2.

In the presence of Witnesses

- 1.
- 2.

Appendix- I

SCHEDULE OF REQUIREMENT AND HIRE CHARGES (Including Fuel)

PLAN-1 (Scheduled Works): Monthly KM Hire Slab:0+

Slab No	Monthly KM Hire slab	Hire Charges per vehicle (Rs) Unit (per month) Slab Rate (Excluding GST)			
		Non Air-conditioned Diesel Ambassador / Indica cars		Tata Sumo/Marshall/ Balero/ MUV	
		In figure	In words	In figure	In words
		A	A	B	B
1	2000 KM				

FOR PLAN-1

UNIT

a) Hiring Charge (For distanceKMs/month) Rs. _____

a) For extra KM (Rs./KM)..... Rs. _____

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

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

Signed _____
(On behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Seal & Signature of the Bidder

Appendix- II

B.S.N.L.

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

The List of authorities

(Approved by Head of District)

Period of contract: - From _____ **To** _____

Name of Telecom District: Phulbani

Sl.No.	Name and Designation of the Officer to whom the vehicle will be attached	Address	Make, Model and Registration Number of the Vehicle	Monthly Distance

Signed _____
(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Seal & Signature of the Bidder

Appendix-III

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 Telecom. District _____
Designation of authority hiring _____
Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____
Fuel used _____ Horse Power (cc) _____ Euro I / II /III _____
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 _____

Seal & Signature of the Bidder

Appendix-IV

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in Phulbani Telecom. District)

CERTIFICATE

I _____, S/O _____,
At _____ P.O. _____ P.S. _____
Dist. _____ State _____ hereby certify that none of my
relative(s) is/ are employed in any of BSNL unit as per details given in Bid document. In
case at any stage, it is found that the information given by me is false/incorrect, BSNL shall
have the absolute right to take any action as deemed fit/ without any prior intimation to me
".

Signed _____
For and on behalf of the Service Provider

Name(caps) _____

Position _____

Date _____

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- 2018 and by (Name of the service provider)----- S/O -----residing at----- 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 O/o the TDE, Phulbani hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S BSNL invited bids for hiring of vehicle (MUV) for commercial purposes, I participated in the bidding process and emerged as successful bidder with respect to Tender No: I ----- acknowledge that I -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that:

1(I) I-----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**

(III) liabilities, losses, actions, judgments, damages, fines, penalties and Costs (including legal costs and disbursements) arising from or relating to:

➤ Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of 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' 2018.

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS:

1.

2.

Appendix-VI

UNDERTAKING TO PROVIDE NEW VEHICLE

I, Shri/Smt. _____ do
hereby undertake to provide a new Vehicle for the Unit _____
as per specification within 15 days from the date of finalization of Tender in case I am
selected . If I fail to provide the new Vehicle then the EMD deposited by me will be forfeited.

DATE

BIDDERS'S SIGNATURE

(on the quoted bidders.)

Seal & Signature of the Bidder

ADDENDUM-I
CRITERIA FOR TECHNICAL BID EVALUATION

Sl. no	Attribute	For the use of IAL only	
		Points Allotted	Points Obtained
1	Bidder has his Office and Business Established in City of Phulbani/Boudh/G.Udayagiri/Baliguda.	If "No" Reject the Tender	
2	If Bidder company is: a. Registered under Companies Act OR Whether recognized by Govt. of India as Tourist Transport Operator with current validity. b. Whether registered under Shops and Establishment Act? c. Whether Registered as FIRM (give details with proof) d. Proprietorship/any other	(a) = 10 (b) = 7 (c) = 5 (d) = 3	
3	Income Tax Permanent Account Number (PAN) (attach proof of allotment. It should be allotted to the Bidder.) PAN No	Yes = 5 ; No = 0	
4	Whether Income Tax return filed for the past 2 years (attach proof)	2 years = 5 ; 1 year = 2 Not filed : 0	
5	GST Registration Number (attach proof of allotment. It should be allotted to the Bidder.) Regn. No.	Yes = 5 ; No = 0	
6 a.	ESI Code allotted to your Company (Attach allotment letter as proof. It should be allotted the Bidder.) Code No.....	Yes = 2 ; No = 0	
6. b.	EPF Code allotted to your company (Attach allotment letter as proof. It should be allotted the Bidder.) Code No.	Yes = 2 ; No = 0	
6.c.	Registration with any Social Security Scheme for Workers(Like group insurance/Personal Accident Insurance/Pension etc for Drivers)	Yes = 2 ; No = 0	
7	Number of Transport vehicles (all types put together) OWNED OR LEASED BY THE COMPANY out of total fleet of operation of the company. (Detailed statement as per enclosed format for owned vehicles is to be attached). Business Associate's vehicles should not be included.	16 and above = 10	
		11 to 15 = 8	
		6 to 10 = 6	
		3 to 5 = 4	
		2 to 1 = 2	
8	Out of above at Sl.No. 7, the Number of vehicles that are less than 3 years old. (Detailed statement as per enclosed format is to be attached)	16 and above = 10	
		11 to 15 = 8	
		6 to 10 = 6	
		3 to 5 = 4	
		2 to 1 = 2	

MAXIMUM POINTS ALLOTTED 50 (Fifty)

(NOTE: The Bidder who has maximum points among all the Bidders will be the Bench Mark for comparison with other Bidders. If any Bidder is having less than 30% of Bench Mark, may be dropped. Sl.No. 6a, 6b & 6c are statutory requirements and its applicability depends on Bidder Company's labour strength etc... Refer Section-II, Clause 8(v) of bid document.)

Seal & Signature of the Bidder

ADDENDUM-II
Procedure for
Determination of L-1

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

		Hire Charges per vehicle (Rs) Unit Slab Rate			
Slab No	Monthly KM Hire slab	Estimate No of months Indica/ Indigo/ Logan cars (Non-AC-Diesel)	Cost of Hiring	Estimate No of months Sumo, Qualis & Bolero	Cost of Hiring
		A		B	
1	2000 KM (Y)	A2	A2Y1	B2	B2Y2

L-1 for Plan-1 & Plan-2 as per following procedure:

Y1, Y2, = Quoted rates for slab-2 (2000 KMs/month OR 8 Hrs...80 Kms)

A2, B2 = Estimated months / days of hiring for slab-2

A3, B3 = Estimated months / days of hiring for slab-3

Total Cost of Hiring=P1=

(A1X1+B1X2)+(A2Y1+B2XB2Y2)+ (A3T1+B4T2)

TO COMPARE 'P1' OF EACH BIDDER to determine L1 .

(**Note:-** If any bidder not Quoting for all types of vehicles (i.e A,B,C,D) then comparison of total cost of similar types for which the bidder has quoted should only be considered. If a bidder quotes for A,B,D only but has not quoted for 'C', then the 'P1' for other bidders for comparison will be total of (A+B+D). The cost of 'C' should be compared separately among the quoted bid

INTEGRITY PACT

Between

**Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal “
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 as 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 principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the principal, 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 principal will exclude from the process all known prejudiced persons.
- (2) If the Principal 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 principal will inform its Vigilance office and in addition can initiate disciplinary actions.

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.

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- (b) The Bidder(s)/Contractor(S) will not enter with other bidder(s) 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.
 - (c) 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.
 - (d) 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 principal 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 principal 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 condition of the tender.

Section 5 – Previous transgression

- (i) The Bidder(s) 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.

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Section 6 – Equal treatment of all bidders/Contractors/subcontractor

- (i) The principal will enter into agreements with identical conditions as this one with all the 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 principal 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 principal 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 principal has substantive suspicion in this regard, the principal will inform the corporate vigilance Office.

Section 8 – External independent monitor/monitors

1. Principal 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)/Subcontractors 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 principal will provide to the Monitor sufficient information about all meetings among the parties related to project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal 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 not

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right to demand from the parties that they 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 principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' 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.
- 8. 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

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal. i.e. New Delhi. The arbitration clause provided in the tender document/contract5 shall not be applicable for any issue/dispute arising under integrity pact.
- 2. Charges 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 intensions.

..

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date

Witness 2:.....

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