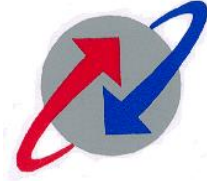


# **Bharat Sanchar Nigam Ltd.**

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



## **BID DOCUMENT**

### **TENDER DOCUMENT FOR HIRING OF VEHICLE FOR EXECUTIVE ENGINEER (C), BSNL CIVIL DIVISION CUTTACK**

**NIT No. 28/2018-19/BSNL-CD/CUTTACK-VEHICLE**

**TO BE SUBMITTED BY: - 30.08.2018 UPTO 15.00hrs**

(It is the responsibility of the bidder to follow this office in every step of the tender/work to which he/she is concerned. In no case, the non-receipt of work order or any letter of correspondence will be entertained.)

**Tender Document Price Rs. 590/-**



**(A Govt. of India Enterprises)**  
**OFFICE OF THE EXECUTIVE ENGINEER(C) BSNL CIVIL DIVISION**  
**15 CANTONMENT ROAD, SSPO BUILDING, 1ST FLOOR, CUTTACK-753001.**

**NOTICE INVITING TENDER**

No. EE©-Ck/NIT/03(01)/Vehicle/

Dated: 21.08.2018

Sealed tenders in the prescribed format are invited on behalf of BSNL from prospective service providers for hiring for official use of Executive Engineer(C), BSNL Civil Division, Cuttack, having valid registration of Commercial/Contract Carriage permit of the vehicle from the competent authority. The commercial vehicle required is **1(One)** no should be of Non-AC Cars, Jeeps, Sumo, Mohindra Bolero, Marshal, Tata Indica, Tata Indigo etc. make and should not be older than 03(Three) years from the date of this NIT.

The intending tenderer may provide his GST registration no. if available with a copy of the registration while submitting the bid.

Date of receipt of tender paper is from 10.00 hrs to 15.00 hrs on or before **30.08.2018.**

For details please visit our website:

[www.orissa.bsnl.co.in/tenders/](http://www.orissa.bsnl.co.in/tenders/)

Executive Engineer(C)  
BSNL, Civil Division  
Cuttack.  
For and on behalf of BSNL

SECTION-I



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
OFFICE OF THE EE(C), BSNL CIVIL DIVISION, CUTTACK  
**NOTICE INVITING TENDER**

No. EE©-Ck/NIT/03(01)/Vehicle/

Dated: 20.08.2018

On behalf of, Bharat Sanchar Nigam Limited, sealed tenders in the prescribed format are invited from prospective service providers having a minimum of one number non-AC diesel car for hiring service requirement/office use of Executive Engineer(C), BSNL Civil Division, Cuttack having PAN Number from the competent authority along with other essential documents of the vehicle like Fitness, Insurance etc. The vehicle must be having a valid Commercial registration/license. The commercial vehicle required is **01(one) number** only shall be of Non-AC Cars, Omni, Jeeps, Sumo, Mahindra Bolero, Marsal, Tata Indica, Tata Indigo etc. and should not be older than 03(**Three**) years from the date of issue of NIT. The tenderer shall provide vehicle fully conforming to RTA/RTO regulation having commercial/contract carriage permit.

Intending eligible bidders may obtain bid/tender document from the Executive Engineer BSNL Civil Division, 15 Cantonment Road, SSPO Building(1<sup>st</sup> Floor), Cuttack-753001 on payment of Rs. 590/- (Rupees Five hundred ninety only including GSTT) (i.e **500.00 +90.00**) (non-refundable) on all working days up to 16.00 hrs of **29.08.2018**. The payment will be accepted in the form of Demand Draft/Banker's Cheque / Pay Order drawn on any Schedule Bank in Cuttack only in favour of **Account officer (Cash),O/o General Manager Telecom District BSNL , Cuttack**. Bidders shall have to deposit **Rs.10,000.00 (Rupees Ten thousand only)** as bid Security in the form of Bankers Cheque/ Demand Draft/ in favour of **Account officer (Cash),O/o General Manager Telecom District BSNL , Cuttack** payable at Cuttack only along with the bid for hiring service of vehicle for said office. Tender can also be downloaded from our website and be deposited in this office on scheduled time and date i.e. last upto **15.00 hrs on 30.08.2018**.

**Schedule to the invitation of Tender.**

1. Design. and address of the authority inviting tender: Executive Engineer(Civil), BSNL Civil Division, Cuttack.
2. NIT No. 28/2018-19/BSNL-CD/CUTTACK-VEHICLE
3. Time & last date of issue of Bid document ..... 16.00 hrs of 29.08.2018
4. Time & Last Date of deposit of Tender/ Bid ..... 15.00 hrs. of 30.08.2018.
5. Time & Date of Opening of Tender ..... 15.30 hrs. on 30.08.2018.
6. Minimum Validity of Tender offer ..... 30 days from the date of opening.
7. Type & number of vehicles required ..... **Non-AC Car,Omni, Jeeps, Sumo, Mahindra Bolero, Marsal, Tata Indica, Tata Indigo etc.**  
Qty- 1(one) number.
8. Duration of contract ..... One year with an option of extension for one more year.
9. Total Number of pages of tender document ... 32 Pages

(Tender document and subsequent clarifications on tender terms if any can also be downloaded from BSNL web site [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) If Tender form is downloaded from web-site, it must be accompanied by DD for Rs.590/- (Rupees Five hundred ninety only including GST) (i.e **500.00 +90.00**) (non-refundable) as cost of tender documents and the same should be kept with the Eligibility credentials in addition to DD/BC/ on Bid security amount of Rs. 10000.00 (Rupees Ten thousand) only.

The MSE/NSIC Bidders with valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items are exempted from payment of bid security:

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

- (ii) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- (iii) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order. Tender document submitted without the tender fee or without bid security as required above or without certificate/documents proof in respect of NSIC/MSE registration clearly specifying the monetary limit and validity shall be summarily rejected. During the entire evaluation process, if it is observed that the downloaded document is exactly not as the original tender document and/or it is tempered/changed/alterd/modified in any way the bid will be rejected.

Executive Engineer(C)  
BSNL Civil Division-I  
Bhubaneswar

## SECTION-II

### SCOPE OF WORK

The Bidder is required to provide commercial vehicle as mentioned in NIT 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 one part namely **PLAN-1** on Monthly Slab Rate based on BSNL's requirement.

(NOTE: The Bidders responding to this NIT may quote "PLAN-1" plan will be evaluated independently. The Bidder is also required to quote in "**FINANCIAL BID**" for all the Hiring slabs indicated in the PLAN-I below.)

#### PLAN-1

(Scheduled Works)

#### **Monthly KM Hire Slab:**

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

<b>Monthly Hire slab</b>	<b>Quantity of Non Air-conditioned Indica/Indigo Cars(diesel)</b>	<b>Or Quantity of TATA SUMO/Mahindra Bolero/Marsal etc</b>
	<b>A</b>	<b>B</b>
Upto 1500 KMs / month	01	01
Upto 1800 KMs/month	01	01
Upto 2000 KMs / month	01	01
Upto 2250 KMs/month	01	01
Upto 2500 KMs / month	01	01

The Tables shown in PLAN- 1 above are indicative 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.

Executive Engineer(Civil)  
BSNL Civil Division  
Cuttack  
For and on behalf of BSNL

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## SECTION-III

### SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Odisha. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under Plan-1 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 Clause 17.2 of Section IV of tender document.
3. **Duty Hours of vehicles** are normally for **ten hours** per day on all working days of month except Holidays. However, actual duty hours / days shall be specified by actual users of vehicle.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One day in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of EE(C), BSNL, Civil Division Cuttack. Actual place of reporting shall be specified by user of vehicle.
6. **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.
7. **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.
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' thro' Local Govt. offices.
  - (iii) **Documents of vehicles-** 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.
  - (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 Code, Service Tax,ESI Code, PAN, GST etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
  - (vi) **Govt.Tax / Levy / Duty** other than Service Tax/GST for plying the vehicles in Odisha 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 copy of driving license 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.

Signature of the bidder

- (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 -6)/Log Book 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) **Unused KMs** if any during a particular month in Plan-1 (monthly KM slabs) will be carried over to the subsequent two 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.

**9. Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (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 misbehaviour 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.

**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) 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.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 SE(C), BSNL, Bhubaneswar would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than **3(Three) years Model.**
- (vi) 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.

**Executive Engineer (Civil)**  
**BSNL Civil Division**  
**Cuttack**  
**For and on behalf of BSNL**

**SECTION-IV**  
**GENERAL (COMMERCIAL) CONDITIONS**

**1. Bidder Eligibility:**

- 1.1 The bidder should have at least one vehicle with him.
- 1.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than one with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 3 (Three years) shall be provided.

**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.

**4. Bid Forms (Two Bid Format).**

3.1 The tender should be submitted in **two covers**; One super scribing Technical Bid 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 Vehicle for EE(C),BSNL CIVIL DIVISION,CUTTACK**”. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

3.2 Tender will be opened in the presence of Bidders present on the due date of opening i.e. **15.30 Hrs. on 30.08.2018.**

3.3 . Technical Bids of the Tenders received will be opened on that 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. All Columns should be furnished with relevant details and no column should be left blank.

3.4 Financial Bid of the selected bidders only will be opened.

3.5 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2**

3.5 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.

3.6 The duly filled tenders must be accompanied with a **Bankers cheque /Demand Draft/ of any schedule bank in Cuttack of Rs. 10,000.00 (Rupees Ten thousand only) valid for minimum 90 days** from the date of tender opening as Bid Security as per format at **Annexure-3**.

3.7 **Tender should be submitted in the tender box kept at O/o the EE(C), BSNL, Civil Division ,Cuttack on or before 15.00 Hrs. of 30.08.2018.**

3.8 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.

3.9 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.

3.10 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.

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

3.12 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**

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.4) 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**). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

#### 5. **Bid Evaluation**

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.

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for all types of vehicles** indicated in Scope of Work in **Section-II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the bid document. If any bidder is 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. (**Example:-** If a bidder quotes for types A,B,D only but has not quoted for type 'C', then the total cost of comparison will be total of (A+B+D). The cost of 'C' should be compared among the bidders quoted for it).

#### 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 job order, sign the agreement.

#### 7. **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.

#### 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 30 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 all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax/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.

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 3.6**, the bidder must deposit Rs. **10,000.00 (Rupees Ten thousand only)** as Bid Security. The Bid Security shall be in the form of as mentioned in above paras **valid for minimum 90 days** from the date of tender opening and may be submitted in separate cover.

12.2 The successful bidder's security may be discharged after 3(Three) Months from the bidder's acceptance of the award of contract satisfactorily in accordance with EMD already deposited, if any. However, the decision of the EE(C), BSNL, civil Division, Cuttack shall be final and binding in this regard.

#### **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 provide the vehicle within the time frame as stipulated or sign contract in accordance with the relevant Clause.

ii) 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.

iii) 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 EE(C), BSNL, Cuttack. 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 Service Tax/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, it will not take responsibility for delay in payment.

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 **U/S-II** and General & Commercial Conditions **U/S-III**. In case of deviation a statement of deviation shall be given.

#### **16. 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.

#### **17. 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. 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.

#### **19. 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.

*Signature of the bidder*

## 20. Prices:

21.1 The rates should be on monthly basis as well as daily basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are 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.

## 21. Price Revision:

22.1 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 5 %. 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 Diesel / Petrol consumption (KMPL)

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract . The Average KMPL is to be assumed as **10 Kms in case of AC cars** and **14 Kms in case of Non-AC Cars in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).

22.2 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.

22.3 In case of minimum average run per litre of fuel (i.e. Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

22.4 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1<sup>st</sup> of the month.

## 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 will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder or as directed by the competent authority.

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 fails to honour their bid without sufficient ground.

### **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:**

25.1 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 CE(C), BBSR 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 CE(C) 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 CE(C) 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.

25.2 The venue of Arbitration proceeding shall be Office of CE(C) of BSNL at Bhubaneswar 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) / CE(C)/Telecom District Manager (TDM), as the case may be incorporated.)*

25.3 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):**

26.1 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.

26.2 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.

26.3 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.

**Executive Engineer (Civil)**  
**BSNL Civil Division**  
**Cuttack**  
**For and on behalf of BSNL**



**FINANCIAL BID**

NIT No. 28/2018-19/BSNL-CD/CUTTACK-VEHICLE

Date .....

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided No..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** 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, our Bid Security shall be absolutely at the disposal of BSNL for non-performance of the Contract or whatsoever.
4. We agree to abide by this Bid for a period of **30 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 us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of February , 2017

Signature of

In capacity of

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

Witness .....

Address .....

Signature

**Encl:** Schedule of Requirement & Hire charges

*Signature of the bidder*

**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**

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

<b>Hire Charges per Vehicle ( Rs)</b> Unit (per month) Slab Rate					
<b>Slab No</b>	<b>Monthly KM Hire slab</b>	<b>Quantity of Non Air-conditioned Indica/Indigo Cars(diesel)</b>		<b>Or Quantity of TATA SUMO/Mahindra Bolero/Marsal etc</b>	
		<b>A</b>		<b>B</b>	
		<b>Monthly Rate</b>	<b>GST %ge (if applicable)</b>	<b>Monthly Rate</b>	<b>GST %ge (if applicable)</b>
1	1500 KMs				
2	1800 KMs				
3	2000 KMs				
4	2250 KMs				
5.	2500 KMs				

a) For extra KM (Rs. /KM).....A\_\_\_\_\_

b) Detention charges beyond duty hrs (Rs. / Hr.) \_\_\_\_\_

c) Night halt charges (Rs. /Halt)..... \_\_\_\_\_

*Signature of the bidder*

**SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF O/o the  
EE(C), BSNL CIVIL DIVISION, CUTTACK.**

NIT No. 28/2018-19/BSNL-CD/CUTTACK-VEHICLE

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.	Is your concern Recognised / 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/Individual 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	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof),if any : EPF (Attach Proof),if any : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4	Experience (attach performance certificate from the Govt/PSU Companies/Public Agencies/Firms.	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at <b>Annexure-2A.</b>	

*Signature of the bidder*

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_ (if, any)

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Ambassador/ Indica/ Indigo / Tempo Traveller/ Sumo/ Qualis etc. Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**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.**

*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 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 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

*Signature of the bidder with seal*

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

To

The Executive Engineer (C)  
Bharat Sanchar Nigam Ltd.  
Civil Division  
Bhubaneswar.

Subject – Authorisation 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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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.

*Signature of the bidder*

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 &amp; Signature

Signature of User

*Signature of the bidder*

## Check List for Bidder

(Strike off whichever is not applicable)

1. Earnest money deposit.
2. Valid and authenticated certificate from department of Tourism/Govt. of India/State Govt.
3. Proof of ownership of four vehicles and lease holding (R.C. Book in case of ownership & R.C. book with lease-deed agreement in case of lease holding has to be submitted along with the bid)
4. Partnership deed on proprietorship deed or articles/memorandum of associations as the case may be, if any.
5. All the pages of the bid documents must be signed with seal.
6. Bid form and price schedule should be completed.
7. Certificate of non-participation of near relatives and non-utilization of vehicles of BSNL employees and their near relatives.
8. Turn over certificate for last consecutive years.
9. PAN card of the firm.
10. Service Tax registration certificate, if any.
11. Copies of all documents should be attested.

*Signature of the bidder*



**Procedure for Determination of L-1****PLAN-1 (Scheduled works) :Monthly KM Hire Slab :**

		Hire charges per vehicle (Rs)							
		Unit Slab Rate							
		URBAN				RURAL			
Slab	Monthly KM hire slab	Estimate No of months Amb./Indica cars (Non-AC diesel)	Cost of Hiring	Estimate No of months Indigo cars (Non AC diesel)	Cost of Hiring	Estimate No of months Amb./Indica cars (Non-AC diesel)	Cost of Hiring	Estimate No of months Sumo/Jeep/marshall/ Bolero	Cost of Hiring
		A		B		C		D	
1	2000 KM(W)	A1	A1W1	B1	B1W2	C1	C1W3	D1	D1W4
2	2500 KM (X)	A2	A2X1	B2	B2X2	C2	C2X3	D2	D2X4
3	2750 KM (Y)	A3	A3Y1	B3	B3Y2	C3	C3Y3	D3	D3Y4
4	3000 KM (Z)	A4	A4Z1	B4	B4Z2	C4	C4Z3	D4	D4Z4

**L-1 for Plan-1 as per following procedure:**

W1,W2,W3,W4 = Quoted rates for slab-1 (2000 Kms / month OR 4 hrs., 40 KMs)

X1,X2,X3,X4 = Quoted rates for slab-2 (2500 Kms/month OR 6 hrs..60KMs):

Y1,Y2,Y3,Y4 = Quoted rates for slab-3 (2750 Kms/month OR 8 hrs..80 Kms)

Z1,Z2,Z3,Z4 = Quoted rates for slab-4 (3000 Kms/month OR 10 hrs..100kms)

A1, B1, C1, D1 = Estimated Months/ days of hiring for slab-1

A2,B2,C2,D2 = Estimated months/ days of hiring for slab-2

A3, B3,C3,D3 = Estimated months/ days of hiring for slab-3

A4,B4,C4,D4 = Estimated months / days of hiring for slab-4

Total cost of Hiring = P1=

$(A1W1+A2W2+A3W3+A4W4)+(A2X1+B2X2+C2X3+D2X4)+(A3Y1+B3Y2+C3Y3+D3Y4)+(A4Z1+B4Z2+C4Z3+D4Z4)$

**TO COMPARE 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 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 bidders.).

*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/ TDM 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 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 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 three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

*Signature of the bidder*

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 (11) 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 in the Plan-1. 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.

*Signature of the bidder*

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.

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 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 traveled during these two months will be adjusted against these unused KMs.

*Signature of the bidder*

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 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) /CE(C)/ Telecom District Manager (TDM), 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.

*Signature of the bidder*

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 / CE(C)/TDM*  
Bharat Sanchar Nigam Limited

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

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

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 \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the BSNL  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

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.

*Signature of the bidder*

## Appendix-I

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in \_\_\_\_\_ SSA/Unit, vide No: BSNL/ / / 2018, Dt. \_\_\_\_\_ as required under Section-IV , clause (8) of Bid-Documents)

### CERTIFICATE

I \_\_\_\_\_, S/O \_\_\_\_\_,  
R/O \_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section-IV, item(7) of Bid document is/ are employed in 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 \_\_\_\_\_

Name (cap) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

*Signature of the bidder*

**UNDERTAKING**

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand 18 and ----- by (Name of Individual/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 authorized to sign, file and verify present undertaking by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Bharat Sanchar Bhawan, 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 :

- (1) 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:
  - 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. ....

*Signature of the bidder*