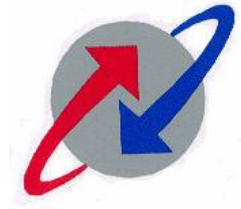


**Bharat Sanchar Nigam Ltd.**  
**(A Govt. of India Enterprise)**



**TENDER DOCUMENT FOR HIRING OF VEHICLE FOR OFFICE OF THE EXECUTIVE  
ENGINEER(E), BSNL ELECTRICAL DIVISION, CUTTACK.**

Price Rs 590.00

**SECTION-I**  
**Bharat Sanchar Nigam Ltd**  
(A Govt. of India Enterprise)

**NOTICE INVITING TENDER**

Sealed tenders are invited on behalf of Bharat Sanchar Nigam Limited from prospective Service Providers having a minimum of **one** no. Diesel Swift Dezire car for the office of the Executive Engineer(E), BSNL Electrical Division, Cuttack along with Driver not older than **03 (Three)** years from the date of issue of NIT. The Tenderer shall provide diesel Swift Dezire car having a taxi registration & valid insurance.

Intending eligible tenderers may obtain Tender Document from **office of the Executive Engineer (Electrical), BSNL Electrical Division, SSPO Building, 2nd Floor, 15, Cantonment Road, Cuttack- 753 001** on payment of Rs. 590.00 (Rs Five hundred Ninety only) (non refundable) including GST on all working days up to 1600 hrs of **18/03/2019**. If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs. **590/-** as cost of documents along with self attested documents for providing fulfillment of eligibility criteria as per tender notice & EMD in proper form and the same should be kept in the first envelope. Second envelope shall contain duly filled tender documents. The payment will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank in favor of Accounts Officer (Cash), BSNL, O/o the GMTD, Cuttack. Bidders shall have to deposit Rs. **5,000/-** (Rupees Five Thousand only) towards EMD in the form of Demand Draft drawn on any Scheduled Bank in favor of Accounts Officer (Cash), BSNL, O/o the GMTD, Cuttack along with the bid. All originals of eligibility criteria shall be produced at the time of tender opening.

**Schedule to the invitation of Tender**

- |  |  |
|--|--|
| 1 a) Designation and address of the authority Inviting tender: | <b>Executive Engineer (Electrical), BSNL Electrical Division, SSPO Building (2<sup>nd</sup> Floor), 15, Cantonment Road, Cuttack-753 001</b> |
| b) Name of work:   | <b>Hiring of Vehicle for O/o the Executive Engineer(E), BSNL Electrical Division, Cuttack</b>  |
| 2 NIT No.  | <b>222/BSNL/ED/CTC/2018-19.</b>  |
| 3 (a) Time and last date of application:                       | <b>16.00 Hrs. of 18/03/2019</b>  |
| (b) Time & date of issue of Tender Document                    | <b>17.00 Hrs. of 18/03/2019</b>  |
| 4 Time and Date of Depositing tender/ tender                   | <b>15.00 Hrs. of 19/03/2019</b>  |
| 5 Time and date of Opening of Tender                           | <b>15.30 Hrs. of 19/03/2019</b>  |
| 6 Minimum Validity of Tender offer                             | 30 (Thirty) days from the date of opening.   |
| 7 Type and number of vehicles required                         | <b>One no.</b> Diesel Swift Dezire car.  |
| 8 Duration of contract   | One year with an option of extension for one more year.  |
| 9 Total Number of pages of tender                              | <b>35</b> Pages  |

Tender Document and subsequent clarifications on tender terms if any can also be down loaded from BSNL web site [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in). If Tender Form is downloaded from website, it must be accompanied by DD for Rs. 590.00 as cost of tender document and the same should be kept with the Eligibility credentials in addition to EMD amount of Rs. 5000.00.

**No. 10(17)/TED/BSNL/CTK/84**

**Dated:- 07/03/2019**

**Copy to: -**

1. The Chief Engineer (E), BSNL Orissa Zone, Bhubaneswar.
2. The Executive Engineer(E),BSNL Electrical Division, Bhubaneswar/Sambalpur.
3. The Accounts Officer, O/o the E.E(E),BSNL,Cuttack.
4. The Accounts Officer(Cash), O/o the G.M(T.D), Cuttack.
5. The Vigilance Officer, O/o the CGMT, BSNL Odisha Circle, BBSR.
- 6-7. Notice Board / [www.orissa.bsnl.co.in/Tender](http://www.orissa.bsnl.co.in/Tender).

**Executive Engineer (Electrical)  
BSNL Electrical Division  
Cuttack**

## SECTION-II

### SCOPE OF WORK

The Bidder is required to provide one number of Diesel Swift Dezire car (Non AC) fully confirming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

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

The Monthly KM hire slab on which vehicle is required is tentatively indicated below.

<b>Monthly Hire slab</b>	<b>Quantity of Vehicle</b>
	One No. Diesel Swift Dezire car for office of Executive Engineer(E), BSNL Electrical Division, Cuttack along with driver for running of vehicle including maintenance of vehicle complete as required.
Up to 2000 KMs per Month. For extra KM, Payment will be made extra.	1(ONE) no.

The Table shown above is 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.

#### **NOTE:-**

**I. Vehicle with Odisha Road Permit is a must.**

Executive Engineer (Electrical)  
BSNL Electrical Division  
Cuttack

### SECTION-III

#### SERVICE PROVIDER OBLIGATIONS

1. The vehicle to be provided should not be more than three years old.
2. The vehicle should have a taxi registration & valid insurance. A copy of the required documents should be submitted with the tender.
3. No vehicle should be supplied having registration in the name of any employee of BSNL or their close relatives.
4. Accuracy of meters will be checked quarterly by SDE(E), BSNL Electrical Sub Division, Cuttack. BSNL 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
5. Quantity of Vehicles to be hired is shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time.
6. Duty Hours of vehicles are normally for **ten hours per day (that is from 9.30 AM to 7.30 PM)** on all working days of month. However actual duty hour shall be specified by the controlling officer which in this case shall be the E.E(E), BSNL Electrical Division, Cuttack.
7. The Driver provided should be well behaved & should possess a mobile number.
8. Vehicle shall normally be provided on all working days. Vehicle may be called on Sundays/Holidays as per requirement & nothing extra shall be paid for the same.
9. In case of any dispute, decision of Executive Engineer(E), BSNL Electrical Division, Cuttack shall be final & binding.
10. **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.
11. The monthly hiring bills in respect of the vehicle should be submitted on month to month basis latest by 10 th of the following month.
12. It is to be ensured that the copy of the Log Book extracts of the vehicle is attested by the user of the vehicle.
13. **Miscellaneous Conditions:** - Service Provider should comply with the following:
  - (i) **Telephones-** Telephones, where requisition of vehicle can be conveyed all the 24 hrs. Telephone Numbers must be specified in the tender.
  - (ii) **Documents of vehicles-** All self attested copies of documents of vehicles like of R/C Book, up to date Insurance policy & clearance of Road

Tax of vehicles, Road permit supplied under this contract should be submitted. All pages of the bid document must be signed before submission.

(iii) **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 or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.

(iv) **Government taxes / Levies / Duties** other than GST for deploying the vehicles within the jurisdiction of User will be borne by the Service Provider.

(v) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.

(vi) Attested copy of driving license of the driver(s) should be submitted during the contractual period initially and thereafter subsequently on expiry of the license or change of driver.

(vii) **Consumables** like fuel, lubricants, tires, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability. Escalation in the cost of fuel shall be dealt as per the provisions of the Clause 22 of Section-IV of the tender document.

(viii) **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. In case the user is not satisfied by the performance of a driver, for whatsoever reasons, BSNL may ask the driver to be replaced.

(ix) The driver shall report for duty to the Executive Engineer(E), BSNL Electrical Division, Cuttack. He may be required to move to any place within **Odisha** at any time.

(x) **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.

#### **14. 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.
- (v) Service Provider shall not engage any person below 18 years of age.

#### **15. 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 negligent, rash and impetuous driving which is an offence under section 29 of IPC shall be borne by BSNL and any loss caused will 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.

**16. 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 within an hour. In case of non-availability of suitable vehicle a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- 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. The decision of the **Executive Engineer(E), BSNL Electrical Division, Cuttack** regarding period of absence for the purpose of this clause shall be final and binding.
- (III) In case of non-availability of vehicle 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 **Executive Engineer(E), BSNL Electrical Division, Cuttack** shall be final and binding.
- (v) No payment will be made for vehicles supplied by the Service Provider older than **03(Three)** years from the date of issue of NIT.
- (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 under any other provisions of this tender.

## SECTION-IV

### GENERAL (COMMERCIAL) CONDITIONS

#### **Tenderer Eligibility:**

- 1.1 The tenderer should own or have on company lease at least one number of desired Commercial car registered as taxi with permit from RTO 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 desired commercial vehicle of model not older than **03** (years) i.e 2016 from the date of issue of NIT shall be provided. The bidder should own vehicles by purchase or lease from others.

#### **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 tender 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 tenderer(s) for the action of BSNL.

#### **3. Tender Forms.**

- 3.1 The tender should be submitted in **two covers**; **One** super scribing **EMD plus cost of tender and eligibility credentials** (Eligibility credentials are to be submitted in the format of page 1 to 3 of Annexure-2 of the tender document, by taking a copy from the relevant pages of the tender document) and **Second** as **Tender** (The entire tender document with page 1 of Annexure 3 of the tender document duly filled in and rates quoted in page 2 of the Annexure 3 of the tender document, on the body of the tender document itself is to be submitted. The tender document consisting of all 35 pages to be enclosed in this envelop) and both the sealed envelopes are stapled together & should not be put in the 3rd envelope and each envelope should be superscripted **“TENDER DOCUMENT FOR HIRING OF VEHICLE FOR OFFICE OF THE EXECUTIVE ENGINEER(E), BSNL ELECTRICAL DIVISION, CUTTACK”**

Both 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 Tenderers present on the due date of opening i.e. 15.30 Hrs on **19/03/2019** after opening the main envelope 3, the envelope 1 containing the EMD along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose EMD, cost of tender and eligibility is found in order after evaluation of details and documents furnished in **Annexure-2**. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached. No correspondence in this regard will be entertained. Incomplete Tenders or Tenders not dropped in the manner prescribed in Clause 3.1 above or Tenders not properly sealed or Tenders with conditional rebates are liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

- 3.3 Tenders of only eligible tenderers will be opened.



- 3.4 Tenderer shall furnish the documents as per **Technical Bid Form at Annexure-II**
- 3.5 Rates should be quoted in the Schedule of Requirement & Hire Charges, page 2 of Annexure 3 of the tender document, in the body of the tender document itself. The Tender 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 an **EMD of Rs. 5000.00** (Rupees five thousand) only in the manner prescribed on page 2 of the tender document.
- 3.7 Tender should be submitted to the office of Executive Engineer (Electrical), BSNL Electrical Division, S.S.P.O Building, 2nd Floor, 15, Cantonment Road, Cuttack- 753 001 up to 15.00Hrs on **19/03/2019**.
- 3.8 The tenderer is requested to examine all instructions, forms, terms and specification in the Tender documents. Failure to furnish the entire information required as per Tender Documents or submission of the tenders not substantially responsive to the Tender Documents in every respect will be at the tenderers risk and may result in rejection of the Tender.
- 3.9 A prospective tenderer requiring any clarification on the Tender document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the Clarification of tender 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 tender, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective tenderer, modify the tender documents by amendments.
- 3.11 The amendments shall be notified in writing to all prospective tenderers and these amendments will be binding on them.
- 3.12 The tenderer shall bear all costs associated with the preparation and submission of the tender. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the tendering process.
4. **Tender opening**  
Tenders shall be opened as detailed in clause (3.2) in the presence of tenderers or their authorized representative who wish to be present at the time of opening of tenders on due date. Authorization letter to this effect shall be submitted by the tenderer before they are allowed to participate in tender opening (Format is given in **Annexure-1**). After scrutiny of the EMD, cost of tender and eligibility, the BSNL will open the tenders of only eligible tenderers. The Tenders will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Eligibility credentials.
5. **Tender Evaluation**
- 5.1 Tenders shall be evaluated to determine whether they are complete, whether any Computational errors have been made whether documents have been properly signed and whether tenders 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 tender to the tender document. A substantially responsive tender is one, which conforms to all the terms and conditions of tender documents without material deviation. A tender determined as substantially non-responsive will be rejected by BSNL.

5.3 The procedure adopted for comparison of substantially responsive tenders shall be on the basis **of the evaluation criteria for hire of services** indicated in Scope of Work in **Section-II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the tender document and as per formula devised in **Schedule-A**.

## 6. **Award of Contract**

BSNL shall consider placement of letter of intent to those tenderers whose offers have been found technically, commercially and financially acceptable. The tenderer shall within two 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 the tender 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 within two weeks of issue of letter of award of work shall constitute the award of hiring contract on the tenderer.

8.2 Upon the successful tenderer furnishing the Performance Security the BSNL shall discharge its EMD in pursuant to **clause 12**.

## 9. **Annulment of Award**

Failure of the successful tenderer to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event BSNL may make the award to any other tenderer at the discretion of BSNL or call for new tenders.

## 10. **Period of validity of tenders**

(i) The tender shall remain **valid for 30 days** after the date of opening of tenders. A tender valid for a shorter period shall be rejected by BSNL as non-responsive.

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

## 11. Tender Price.

- 11.1 The supplier shall quote price in page 2 of Annexure 3 of the tender document, in the body of the tender document itself. **The tendered rates shall be inclusive of all taxes and levies payable under respective statutes except GST, if applicable, will be reimbursed to the Contractor by the Engineer-in-charge to the extent and by following the procedure provided for in the GST rules, as amended from time to time, on satisfying himself that the contractor has actually, genuinely and validly paid the GST. Tenderers who are liable to pay GST shall have valid registration with Central Excise department for service appropriate to this tender. However, no penal charge levied by the concerned department (department dealing with GST) on the contractor will be reimbursed. This condition will prevail upon any other clauses dealing with GST and the same shall stand amended to that extent.**
- 11.2 The price quoted by the tenderer shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Tender 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 tenderers shall not be considered unless these are specifically indicated in the price schedule. Tenders with conditional rebate are liable to be rejected.

## 12. EMD

- 12.1 Pursuant to **clause 3.6**, the tenderer must deposit Rs. 5000.00 (Rupees five thousand) only as EMD. The EMD shall be in the form prescribed on page 2.
- 12.2 The successful bidder's EMD will be converted to past performance security acceptance of the award of contract and execution of agreement. The successful tenderers security will be discharged upon the tenderer s acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and upon furnishing the performance security.

## 13. The EMD may be forfeited:

- 13.1 If tenderer withdraws his tender during the period of tender validity specified in the tender form.
- 13.2 If the successful tenderer fails
- i) To sign contract in accordance with clause 8.
  - ii) To furnish performance security in accordance with clause 17 of Section IV.
  - iii) A tender not secured in accordance with para 10 shall be rejected by the BSNL as nonresponsive at the tender opening state and returned to the tenderer unopened.
  - iv) The EMD of unsuccessful tenderer will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of tender validity.

**14. Terms of Payment:**

- 14.1 The payment shall be made by the O/o Executive Engineer (Electrical), Bharat Sanchar Nigam Limited, Electrical Division, Cuttack. Monthly bills i.e vehicles engaged on monthly basis shall be submitted to Executive Engineer (Electrical), Bharat Sanchar Nigam Limited, Electrical Division, S.S.P.O Building, 2nd floor, 15, Cantonment Road, Cuttack along with completed log book signed by the user by the 5th of the following month 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 It should be ensured that there is no overwriting in the log book. In no case, log book 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 shall be paid on actual basis, as per terms & conditions of the tender.
- 14.4 All extra running like extra mileage, extra hours or night duty should be clearly mentioned in the bill duly justified by the user & recommended by the controlling officer.

**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**, service providers' obligations **U/S III** and General & Commercial Conditions **U/S-IV**.

**16. Duration / Period of Contract:**

Normally contract will be awarded for 01 (one) year. However, extension for the next year/ part thereof or finalization of next tender will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm. The right to exercise or not to exercise the option of extension of contract shall rest with BSNL and the contractor shall have no claim over extension, whatsoever.

**17. Performance Security:**

- 17.1 The successful tenderer shall be required to deposit an additional amount of **Rs. 5,000/- as Performance Security** per vehicle within 7 days of conveying BSNL's intention for accepting the bid.
- 17.2 Performance Security shall be submitted in the form of DD/FDR 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 tenderer 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 occurred or shall occur thereafter, terminate the contract, in whole or in part, by giving two 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 Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Executive Engineer(E) on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
- 18.5 **INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC. :** If the CBI/Independent External Monitor (IEM) / Income Tax /Sales Tax/ Central Excise/ Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned department.
- 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 on monthly basis. The rates for extra per Hour detention, extra per km running and night halt charges are also to be indicated.
- 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 tender.
- 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. 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 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

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

$$\frac{\text{Actual KMs run by the vehicle X (Revised rate per liter - Base rate per liter)}}{\text{Average KM per liter of Diesel consumption (KMPL)}}$$

(Note: - The Base Rate of Diesel is the prevailing rate on the date of award of work /contract. The Average KMPL is to be assumed as **16 Kms in case of diesel swift desire car**. 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, 30th Sept, and 31<sup>st</sup> December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.
- 22.3 In case of minimum average run per liter 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 1st of the month.

## 23. Miscellaneous Conditions:

- 23.1 BSNL reserves right to counter offer price against price quoted by the tenderer.
- 23.2 In case the date fixed for opening of tenders is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the tenders will be opened on next working day, time and venue remaining unaltered.
- 23.3 BSNL reserves the right to disqualify such tenderers who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such tenderer / tenderers for a suitable period in case they fails to honour their tender without sufficient ground.

## 24. 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.

## **25. 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 the Chief Engineer(E), Bharat Sanchar Nigam limited Electrical Odisha Zone, 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 Chief Engineer(E), Bharat Sanchar Nigam Limited Electrical Odisha Zone, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief Engineer(E), Bharat Sanchar Nigam Limited Electrical Odisha Zone, 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 will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

25.2 The venue of Arbitration proceeding shall be Office of the Chief Engineer(E), Bharat Sanchar Nigam limited Electrical Odisha Zone, Bhubaneswar or such other place as the arbitrator may decide

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.

## **26. 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.



### SECTION-V

#### Name of Work – Hiring of Vehicle for Office of the Executive Engineer(E), BSNL Electrical Division, Cuttack.

SI No	Description of item	Rate ( Rs.)
1	Providing Diesel Swift Dezire Car for the office of Executive Engineer(E), BSNL Electrical Division, Cuttack along with Driver for running of vehicle including maintenance of vehicle complete as required as per terms and conditions enclosed.  NOTE: The item includes the cost of diesel with monthly KM hire slab 2000KM. (Rate per month)	
2	Rate per km for excess km beyond 2000 Km. (Rate in Rs/ km )	
3	Detention charges beyond duty hours (Rate in Rs./ Hour)	
4	Night halt charges (Rate in Rs. /Halt)	

Signature of the Tenderer:

Name of the Tenderer:

Date:

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

Note 2: **Quoted rates for item no. 1, 2, 3 & 4 shall be inclusive of fuel charges besides other consumables etc. mentioned at various places of the tender document.**

Note 3: **Km stands for Kilometer.**

## PERFORMANCE SECURITY BOND

1. 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 thereto 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.
1. 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 (one year after) 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.
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.

## 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 Electrical Division 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 quoted rates as mentioned in the tender document. 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 during the extended period or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model from the date of issue of NIT, on the rates accepted and described on page 2 of Annexure 3 of the tender document, forming part of this agreement. GST, if applicable, will be reimbursed to the Contractor by the Engineer-in-charge to the extent and by following the procedure provided for in the GST rules, as amended from time to time, on satisfying himself that the contractor has actually, genuinely and validly paid the GST. Tenderers who are liable to pay GST shall have valid registration with Central Excise department for service appropriate to this tender. However, no penal charge levied by the concerned department (department dealing with GST) on the contractor will be reimbursed. This condition will prevail upon any other clauses dealing with GST and the same shall stand amended to that extent. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL shall place an order for their requirement. 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 from the date of issue of NIT 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 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 Tender 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 LOG BOOK 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 entries, 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 Tender 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 Tender 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. The penalty amount shall be deducted from the running bills besides any other action including 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 Tender Document No. \_\_\_\_\_ Dated \_\_\_\_\_ 2019, schedules annexure/appendix 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 Schedule-IA of Company Act 1956 and clause (9.i) of Section-III of the Tender documents. A certificate to this effect is there in this agreement as page 3 of Annexure 02 of the tender document.
19. The Service Provider will not be tampering the meter reading, vehicle usage timings, Over writing 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 tender and will be regulated by clauses (21 & 22) of Section-IV of Tender 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 Tender Document.
22. 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 The Chief Engineer(Electrical) of Bharat Sanchar Nigam limited (BSNL), 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 Chief Engineer(Electrical) of Bharat Sanchar Nigam limited (BSNL) of Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief Engineer(Electrical) of Bharat Sanchar Nigam limited (BSNL) of 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 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 Chief Engineer(Electrical) of Bharat Sanchar Nigam limited (BSNL) of Bhubaneswar at Bhubaneswar or such other place as the arbitrator may decide.

23. 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.
24. 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.
25. Notwithstanding anything contained in the Tender Document, the successful tenderer shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix I duly attested by a Magistrate / Executive Magistrate.
26. 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 parties registered office with a copy sent to the attention of:

\_\_\_\_\_  
(Name of Service Provider)

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

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

**And**

\_\_\_\_\_  
*Name of the C.E(Electrical) Odisha Electrical Zone*

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 \_\_\_\_\_  
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.



**UNDERTAKING**

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand eighteen and ----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)----- S/O-----residing at----- -----on behalf of said M/s ----- (Name of 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 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 tenders for ----- I/We participated in the Tendering process and emerged as successful tenderer 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 .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

**WITNESS :**

- 1.
- 2.

**ANNEXURE-1**

**LETTER OF AUTHORISATION FOR ATTENDING TENDER OPENING**

To

The  
Bharat Sanchar Nigam Ltd.

Subject :- Authorization for attending tender opening on .....  
(date) in the Tender of .....

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

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

I.

II.

Alternate Representative

Signature of tenderer

Or

Officer authorized to sign the tender  
Documents on behalf of the tenderer

Note:

1. Maximum of two representatives will be permitted to attend tender 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 tenders are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE-2 (ENCLOSURES OF ENVELOP 1), Page 1**

**SUB: HIRING OF VEHICLE FOR OFFICE OF THE EXECUTIVE ENGINEER(E),  
BSNL ELECTRICAL DIVISION, CUTTACK.**

**ELIGIBILITY CREDENTIALS**

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

1. *	Name and Postal Address of the Tenderer: Phone: _____ Mobile: _____ Fax: _____ E-Mail: _____
1a. *	The proof of ownership of at least one number Diesel Swift Dezire Car not older than three years from the date of issue of NIT, registered as commercial vehicle in the name of proprietor/ Company/ Partners/ firm/ director etc as the case may be : (Attach attested photocopy as a proof)
1b. *	The proof of the vehicle being registered as Commercial vehicle in the name of proprietor/ Company/ Partners/ firm/ director, as the case may be: (Attach attested photocopy as a proof)
2. *	Is your concern Recognized / Registered Yes <input type="checkbox"/> No <input type="checkbox"/> (Attach attested photocopy as a proof)
	If yes, 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)
2a. *	Partnership Deed in case of partnership firm or Articles / Memorandum of Association in case of Companies, if applicable: (attach attested photocopy as proof, if applicable and as applicable)
3.a *	Income Tax Permanent account Number (PAN) : (attach attested photocopy of PAN Card as proof, if applicable)
3.b *	GST Registration Number : (attach attested photocopy of GST registration certificate as 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 3 year old or less as per format at Page 2 of Annexure-1 of the tender document.
5.*	Details of Tender Cost (Attach DD etc.)
6.*	Details of EMD (Attach DD etc.)

**Note 1: Fields marked “\*” are mandatory.**

**Note 2:** It is desirable to have the Registration with EPF, ESI Code, GST, PAN 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, within one month of commencement of Contract.

**DATE**

**SIGNATURE**

**SEAL**

## ANNEXURE-2 (ENCLOSURES OF ENVELOP 1), Page 2

Statement of Vehicles owned by the Tenderer

TENDERER'S NAME: \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

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 (Sumo/ /Bolero/Marshal/Swift Dezire/Indigo etc. Please specify)	Validity Details			
						Permit	Fitness	Road Tax	In s ur a n c e
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.

DATE

TENDERER'S SIGNATURE

OFFICE SEAL

**ANNEXURE-2 (ENCLOSURES OF ENVELOP- 1), Page 3**

(Certificate on Non-Participation of near Relatives in the tender called for hiring desired Diesel car FOR DUTIES OF BSNL ELECTRICAL DIVISION, CUTTACK as required under Section-IV , clause (8) of Tender-Documents)

**CERTIFICATE**

I , .....S/O ,.....  
R/O .....hereby certify that none of my relative(s) as defined in Section-IV, item (7) of Tender document is/ are employed in BSNL unit as per details given in Tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed.....

For and on behalf of the Service Provider

Name (caps).....

Position.....

Date.....

**ANNEXURE-3 (ENCLOSURES OF ENVELOPE- 2), Page 1**

**FINANCIAL BID**

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide 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 Tender.
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 Tender is accepted, we will obtain the guarantees of a Scheduled Bank for a sum Rs. 5000.00 as performance security of the Contract.
4. We agree to adhere by this Tender for a period of **30 days** from the date fixed for Tender 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 Tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Tender 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 tender, you may receive.

Dated this.....month of..... 2019.

Signature of

In capacity of

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

Witness.....

Address .....

Signature

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



**ANNEXURE-3(ENCLOSURES OF ENVELOP 2), Page 2**  
**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**  
**PLAN (Scheduled Works):**

SI No	Description of item	Rate ( Rs.)
1	Providing Diesel Swift Dezire Car (non AC) for the office of The Executive Engineer(Electrical), BSNL Electrical Division, Cuttack along with Driver for running of vehicle including maintenance of vehicle complete as required as per terms and conditions enclosed.  NOTE: The item includes the cost of diesel with monthly KM hire slab 2000KM.(Rate per month)	
2	Rate per km for excess km beyond 2000 Km. (Rate in Rs/ km )	
3	Detention charges beyond duty hours (Rate in Rs./ Hour)	
4	Night halt charges (Rate in Rs. /Halt)	

Signature of the Tenderer:

Name of the Tenderer:

Date:

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

Note 2: **Quoted rates for item no. 1, 2, 3 & 4 shall be inclusive of fuel charges besides other consumables etc. mentioned at various places of the tender document.**

Note 3: **Km stands for Kilometer.**

## **SCHEDULE TO THE INVITATION OF TENDER**

The Bidder have to submit an application on a plain paper along with Xerox copy of R.C.Book, valid Insurance coverage and valid taxi license of the vehicle for purchase of Bid document.

Issue of Tender papers:

1. W.e.f - **07/03/2019 to 18/03/2019 up to 16.00 Hrs.**
  2. Last Date of Submission of Tender papers: - **19/03/2019 up to 15.00 Hrs.**
  3. Opening of Tender **on - 19/03/2019 at 15.30 Hrs.**
  4. Minimum validity of tender offer: 30 days from the date of bid opening.
2. Services to be provided as per Section-IV
  3. Duration of contract: One year from the date of award of contract which may be further extended for a period of one year or finalization of new Tender whichever is earlier.

**FORMAT OF LOG BOOK**

**(Print Name of the company & address)**

Sl. no.....

Date.....

**( to be filled by Vehicle contractor )**

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

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**( 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