

NIT No. .S-30/CMTS/Tender/Hire Vehicle/2018-19/12 dt. 19-05-2018



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)

**O/o Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**

TENDER DOCUMENT

NAME OF WORK:

**SUPPLY OF HIRE VEHICLES FOR FIELD & HQs
DUTIES OF ODISHA TELECOM CIRCLE
(CMTS UNITS & ODISHA TELECOM CIRCLE OFFICE)**

Submission of E-Tender : Up to 11:00 Hrs of 11-06-2018 (For all 9 zones)

Date & time of opening of Tender : 11:30 Hrs of 11-06-2018 onwards (Zone-1,2&3)
: 11:30 Hrs of 12-06-2018 onwards (Zone-4,5&6)
: 11:30 Hrs of 13-06-2018 onwards (Zone-7,8&9)

**AGM(O&M-CM)
O/o the CGM, BSNL
Odisha Telecom Circle
Ashok Nagar, Bhubaneswar-751009
Phone No: 0674-2507000 (Off), 2502844 (FAX)**

PLEASE VISIT BSNL Odisha site: www.odisha.bsnl.co.in
E-Tender Portal of M/s ITI Ltd. - www.tenderwizard.com/BSNL

Cost of Tender Paper: Rs.2360/-(including 18% GST)
(Note-A bidder can participate in any no. of zones or in all zones. Accordingly he should give EMD)

Read, understood , complied & agreed

Signature & seal of bidder

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Read, understood , complied & agreed

Signature & seal of bidder

Section-I

Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2504700 FAX No. 0674-2502220		भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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NIT No. .S-30/CMTS/Tender/Hire Vehicle/2018-19/12

Dated at Bhubaneswar the 19-05-2018

NOTICE INVITING E-TENDER

Digitally sealed two bid type e-tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar from prospective Service Providers having minimum **ONE** vehicles and hold a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least **ONE** petrol/ diesel/ CNG driven commercial vehicles not older than **01-04-2015** models such as AC and Non-AC cars, Omni, Jeeps, Sumo. The vehicles will be deployed at different places of Odisha such as Bhubaneswar, Cuttack, Balasore, Keonjhar, Sambalpur, Rourkela, Baripada, Dhenkanal, Berhampur, Bolangir, Bhawanipatna, Koraput, Phulbani Telecom Districts for a period of **One year** with an option of extension for a further period of maximum one year.

Table-A : Zone wise Estimated Cost & EMD

Zone no.	Name of Zone	Number of vehicles(Diesel run) required				Estimated cost of the zone for One years (Approx.) (In Rs.)	EMD (2%) (In Rs.)
		Non AC Indica cars or similar type of hatchback category vehicles	Non AC Indigo cars or similar type of sedan category vehicles	Non AC Bolero or similar type Multi Utility Vehicles (MUU)	TOTAL		
		A	B	C	A+B+C		
1	Bhubaneswar	7	5	4	16	54,64,532	1,09,291
2	Cuttack-Dhenkanal	1		6	7	27,16,018	54,320
3	Balasore-Baripada	0		4	4	16,88,400	33,768
4	Berhampur-Phulbani	0		5	5	19,40,400	38,808
5	Keonjhar	0		3	3	11,44,080	22,882
6	Bhawanipatna-Bolangir	0		5	5	20,23,560	40,471
7	Koraput	0		5	5	20,97,900	41,958
8	Rourkela	0		3	3	13,19,220	26,384
9	Sambalpur	0		4	4	17,08,560	34,171
	Total	8	5	39	52	2,01,02,670	4,02,053

Read, understood , complied & agreed

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Table-B : Schedule to the invitation of tender:-

1	Designation and address of the authority Inviting tender	Chief General Manager, BSNL, Odisha Circle, Unit-2, Ashok Nagar, Bhubaneswar-751009
2	E-Tender No.	S-30/CMTS/Tender/Hire Vehicle/2018-19/12 dt. 19-05-2018
3	Time and Date of E-Submission of tender/bid	Upto 11:00 Hrs of dt.11-06-2018
4	Time and date of E-Opening of Tender (Technical Bid).	11:30 Hrs of 11-06-2018 onwards (Zone-1,2&3) 11:30 Hrs of 12-06-2018 onwards (Zone-4,5&6) 11:30 Hrs of 13-06-2018 onwards (Zone-7,8&9)
5	Bid Validity period	150 days from the date of opening of technical bid.
6	Type and number of vehicles required	<p>Hiring of Vehicles with Commercial registration</p> <p>(1) PLAN-1 (Scheduled Works): Monthly KM Hire Slab:</p> <p>A) Diesel running Non AC Indica or similar type of hatchback category vehicles</p> <p>B) Diesel running Non AC Indigo cars or similar type of sedan category vehicles.</p> <p>C) Diesel running Non AC Bolero or similar type Multi Utility Vehicles (MUV)</p> <p>Approximately 52 numbers (total for all zones) scheduled vehicles of models not older than Three years (dt.01.04.2015) having up to date Insurance & PUC certificate etc.</p> <p>(2) PLAN-2 (Non-Scheduled Works): Daily Time-KM Hire Slab</p> <p>Non scheduled Diesel running vehicles of</p> <p>A) Non AC Indica or similar type of hatchback category vehicles</p> <p>B) Non AC Indigo cars or similar type of sedan category vehicles</p> <p>C) Non AC Bolero or similar type Multi Utility Vehicles.</p> <p>D) Air-conditioned Indigo cars or similar type of sedan category vehicles.</p> <p>E) Air-conditioned Honda city, Toyota Innova, Hyundai Verna type of vehicles.</p> <p>of models not older than Three years(dt.01.04.2015) having up to date Insurance & PUC certificate etc. as and when required.</p>
7	Period of contract	One Year from the date of Award of contract with an option of extension for a further period of maximum one year as per terms and conditions of the tender document.
8	Estimated Cost.	TOTAL ESTIMATED COST for all zones is Rs 2,01,02,670/- approximately. Please refer Table-A given above for the estimated cost of individual zones.

Read, understood , complied & agreed

Signature & seal of bidder

9	Cost of tender paper (for any one zone or for all zones)	Rs.2360/- (Rupees Two thousand Three hundred Sixty) only (Non-refundable). The cost of tender paper should be submitted in shape of DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of “ Accounts Officer(A&P), BSNL, O/o Chief General Manager, Odisha Circle, Bhubaneswar ” payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.
10	EMD/Bid Security	<p>The bidder shall furnish the EMD/Bid security in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of DD/BC for amount for the opted Zones must be submitted in the form of a single DD/BC of amount as per Table-A from a nationalized / scheduled bank at Bhubaneswar drawn in favour of “Accounts Officer (A&P), BSNL, O/o Chief General Manager, Odisha Circle, Bhubaneswar” payable at Bhubaneswar .The scanned copy of the said DD/BC should be uploaded in the e-tendering portal of M/s ITI.</p> <p>OR</p> <p>(b) Bank Guarantee for the required amount from any Indian Nationalized/Scheduled Bank pledged or issued in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” valid for minimum 180 days from the tender opening date.(Pl. refere Annexure-3 for proforma of Bid Security Bond(BG)). The scanned copy of the above BG towards EMD should be uploaded in E-tendering portal of M/s ITI.</p>
11	Rejection of tender paper	The Chief General Manager, BSNL, Odisha Circle, Bhubaneswar reserves the right to reject any or all tender bids without assigning any reason thereof. He is not bound to accept the lowest tender bid. Incomplete, ambiguous, Conditional tender bids are liable to be rejected. In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be summarily rejected.

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12	Availability of Tender Document	<p>Tender document can be downloaded from the website www.odisha.bsnl.co.in following the Link – “CMTS”. Further the tender document for participating in E-tender shall also be available for downloading from www.tenderwizard.com/BSNL from 19-05-2018 onwards up to 11-06-2018 11:25 Hrs. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</p> <p>The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal upto 11:25 Hrs of 11-06-2018).</p>
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IMPORTANT NOTE: PRE-BID VENDOR MEETING: A vendor meeting will be held on dd-mm-yyyy at 11:00 Hrs in Meeting Room, BSNL Bhawan, 4th Floor, Unit-2, Ashok Nagar, Bhubaneswar prior to tender opening. Interested bidders may attend the meeting to clarify their doubts on the tender terms and conditions. They can submit their queries to the concerned BSNL authority for modification of any terms and conditions. The queries will also be discussed in the meeting and suitable outcome if any will be issued as corrigendum/addendum to the tender document subject to the approval of tendering authority.

Note- 1)The tender document can be downloaded from the website through CMTS link of www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and to be submitted in the e-format in the e-tender portal www.tenderwizard.com/BSNL . Cost of Tender Document(in the form of DD/BC), EMD/Bid security(in the form of DD/BC/BG) and Power of attorney (if applicable) in original in a sealed envelope super scribed as Envelope-A have to be dropped in the tender box available in the chamber of AGM(O&M-CM), O/o CGM, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 before 11:00 Hrs of 11-06-2018 otherwise the Bid will not be considered . The Technical Bid with all the required documents are to be self attested, scanned and to be uploaded in the e-tender portal. The Technical Bid Check List should be filled up in the excel sheet template in the e-tender portal. The Financial Bid is to be submitted in the Financial bid template only in the e-tender portal.

2)Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before on line submission of the tender document.

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3)Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

4)While participating by a bidder in a number of zones , the bidder should submit EMD separately for each zone or combined for all the zones of participation.

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O/o the CGM, BSNL
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Phone No: 0674-2507000 (Off), 2502844 (FAX)

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SECTION-II

SCOPE OF WORK

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

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

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

PLAN-1 (Scheduled Works)

Monthly KM Hire Slab:

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

Monthly Hire slab	Quantity of Non AC Indica cars or similar type of hatchback category vehicles	Quantity of Non AC Indigo cars or similar type of sedan category vehicles	Quantity of Non AC Bolero or similar type Multi Utility Vehicles (MUV)
	A	B	C
1500 KMs / month	3	5	0
2000 KMs / month	1	0	4
2500 KMs / month	2	0	17
3000 KMs / month	2	0	12
3500 KMs / month	0	0	6
Note : On Sundays and holidays vehicles are required for at least 5 hours per day as and when required depending upon the occurrence of fault in mobile network/BTS failure for the rectification of fault.			

NOTE: The rates are inclusive of all charges i.e it includes the cost of driver, fuel, lubricants, mtce cost , taxes if any etc. but excluding GST and parking fee/toll gate fee etc.

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PLAN-2**(Non-Scheduled Works)****Daily Time-KM Hire Slab:**

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

Time-KM Hire slab	Number of days- Diesel running Non AC Indica cars or similar type of hatchback category vehicles	Number of days- Diesel running Non AC Indigo cars or similar type of sedan category vehicles	Number of days- Diesel running Non AC Bolero or similar type Multi Utility Vehicles (MUV)	Number of days- Diesel running Air-conditioned Indigo cars or similar type of sedan category vehicles.	Number of days- Diesel running Air-conditioned Honda city type vehicles.	Number of days- Diesel running Air-conditioned Toyota Innova type of vehicles.	Number of days- Diesel running Air-conditioned Hyundai Verna type of vehicles.	Number of days- Diesel/Petrol running Air-conditioned BMW, Audi, Mercedes Benz type of vehicles.
	A	B	C	D	E	F	G	H
4 Hrs---40 Kms	1	1	1	-	-	-	-	-
8 Hrs---80 Kms	1	1	1	1	1	1	1	-
10Hrs---100 Kms	1	1	1	1	1	1	1	1

NOTE: The rates are inclusive of all charges i.e it includes the cost of driver, fuel, lubricants, mtce cost , taxes if any etc. but excluding GST and parking fee/toll gate fee etc.

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

Read, understood , complied & agreed

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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 **BSNL, Odisha Telecom Circle**. 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 & Plan-2 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 Table-A of Section-I of tender document.
3. **Duty Hours of vehicles** are normally for **10 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 hour 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 **BSNL, Odisha Telecom Circle**. Actual place of reporting shall be specified by users of vehicles.
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, 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.
 - (vi) **Govt.Tax / Levy / Duty** other than GST for plying the vehicles in **BSNL, Odisha Telecom Circle** 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 fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
 - (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
 - (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.

Read, understood , complied & agreed

Signature & seal of bidder

- (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 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.800/-** per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be **Rs.200** per occasion and for Temporary absence during duty hours without valid permission shall be **Rs.500** per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of **Rs.1000/-** 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 Chief General Manager, BSNL, Odisha Circle, Bhubaneswar would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than **01-04-2015** 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.

Read, understood , complied & agreed

Signature & seal of bidder

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. DEFINITIONS:

- (a) "The Tendering authority" means **Chief General Manager, BSNL, Odisha Circle, Bhubaneswar.**
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The supplier/Service providers" means the individual or firm supplying the light commercial vehicles on contract.
- (d) "The work Order" means the order placed by the Tendering authority on the Supplier signed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (e) "The Contract Price" means the price payable to the Supplier /Service provider under the work order for the full and proper performance of its contractual obligations.

2. BIDDER ELIGIBILITY:

2.1 The bidder should have the following eligibility criteria.

- (i) The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.
- (ii) The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than **ONE** (i.e. minimum 16.67% of the total quantity estimated for hiring) 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 **THREE** (year) shall be provided. Bidder should produce RC books /valid lease deeds for the number of commercial vehicles owned/leased with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than Three years. The full details of such vehicles as per Annexure-2A and Annexure-2B.
- (iii) The bidder should have valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.
- (iv) The bidder should furnish EMD & cost of bid document as per NIT Section-I.
- (v) The bidder should have GST registration certificate in the firm/bidder's name, as applicable under GST rule with up to date GST return.
- (vi) The bidder should have PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 16-17 i.e. assessment Year 17-18.
- (vii) The bidder should furnish Certificate of no near-relatives in BSNL as per Annexure-8.
- (viii) The bidder should furnish Letter of Authorization for attending bid opening as per Annexure-5, if required.
- (ix) The bidder should submit a declaration that the firm will be able to supply commercial vehicles of Model not earlier than Three years for the required number of vehicles as per Section-I , Table-A for the zones applied for vide Annexure-10.
- (x) The bidder should furnish Bid form as per Annexure-7.
- (xi) The bidder should furnish Technical Bid information Sheet as per Annexure-2.
- (xii) The bidder should furnish Undertaking & declaration as per Annexure-9.
- (xiii) The bidder should submit partnership deed or articles and memorandum of association as the case may be.
- (xiv) The bidder should sign on all pages of bid document & other documents submitted with the bid.
- (xv) The bidder should furnish Declaration on downloading and Non-tampering of tender document vide Annexure-

Read, understood , complied & agreed

Signature & seal of bidder

11, duly filled and signed.

Note: a) If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority at its discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non compliance of such queries, the bid will be rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.

b) VERIFICATION OF DOCUMENTS AND CERTIFICATES: The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per departmental guidelines.

2.2 Following documents should be furnished in support of the proof of ownership or holding lease or sale deed

- I. Vehicle model and make.
- II. RTO Registration details, RC Book having commercial registration.
- III. Road Tax paid details,
- IV. Insurance payment details and validity.
- V. Taxi permit,
- VI. Fitness certificate of the vehicle.

2.3 POWER OF ATTORNEY:

a) The power of attorney should be submitted and executed (**after the date of NIT**) on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned. The power of Attorney can be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

b) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

3. Cost of Bidding

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

4. Bid Document

4.1 Bid document includes:-

- (a) Notice Inviting Tender

Read, understood , complied & agreed

Signature & seal of bidder

- (b) Scope of Work
- (c) Service Providers obligation
- (d) General (Commercial) Conditions of Contract
- (e) Special conditions of contract
- (f) Schedule of Requirements
- (g) Financial bid
- (h) Technical Bid
- (i) Bid Form
- (j) Undertaking & Declarations
- (k) Bid bond and Performance Security Bond Form etc.

4.2 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.

5 **CLARIFICATION OF BID DOCUMENTS:**

5.1) A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the Invitation for Bids. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 10 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

5.2) Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6. **Amendment to bid document**

- 6.1) At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 6.2) The amendments shall be notified in writing to all prospective bidders on the address intimated at the time of purchase of bid document and these amendments will be binding on them. The bidders downloading the tender document from website should intimate their mailing address, Tel no., Fax no. for intimation of amendments. **The amendment/corrigendum, if any, for correction/modification etc. in the tender document will be uploaded in the website www.odisha.bsnl.co.in & www.tenderwizard.com/BSNL. The amendment/corrigendum will not be published in the Newspaper(s).**
- 6.3) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4) It is the sole responsibility of the bidder to confirm from SDE (Estimate) or SDE(General) or AGM(O&M-CM) regarding amendments if any, before dropping/uploading the tender document.

7. **Preparation of Bids.**

Documents comprising the bid-

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It is a two bid system and the bid prepared by the bidder shall comprise the following components:

i) **TECHNICAL BID:** Technical bid shall comprise the following components:

- a) Documentary evidence established in accordance with Clause 2 of **Section-IV** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) A Bid form completed in accordance with **Clause 8 of Section-IV**.
- c) Tender paper cost
- d) Bid Security furnished in accordance with **Clause 11 of Section-IV**.

ii) **FINANCIAL BID:** Financial bid shall comprise of the completed “**PRICE SCHEDULE**” (**Section-V**) in accordance with **Clause-9 of section-IV**.

8. **Bid Forms**.

The bidder shall complete fill in & sign the Bid form as per Annexure-7 and submit along with tender document in the envelope containing the Technical Bid. In case of e-tendering it should be filled up, signed and sealed, scanned and uploaded in the e-tender portal of ITI for BSNL.

9. **Bid Price**.

- 9.1 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 as applicable from time to time, including all except GST. However, the basic unit price needs to be individually indicated against the supply under the contract.
- 9.2 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.
- 9.3 “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **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-IV. In case of deviation a statement of deviation shall be given.

11. **EMD/Bid Security**

- 11.1 The bidder must deposit the amount as Bid Security vide NIT Section-I for the respective zones opted for. The Bid Security shall be submitted in the form of Demand Draft/Bankers cheque of amount as stated in Section-I from any Indian Nationalized/Scheduled bank drawn in favour of Accounts Officer(A&P), BSNL, O/o Chief General Manager, Odisha Circle, Bhubaneswar payable at Bhubaneswar. The scanned copy of DD/BC towards EMD should be uploaded on e-tendering portal and physically submit the same inside the envelope-A which is to be dropped in the tender box available in the chamber of AGM(O&M-CM). Alternatively, the EMD may also be submitted in the form of Bank Guarantee for the required amount only from any Indian Nationalized/Scheduled Bank pledged or issued in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” valid for minimum 180 days from the tender opening date.(Pl. refer Annexure-3 for proforma for BG). The scanned copy of the above BG towards EMD should be uploaded in E-tendering portal of M/s ITI.

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- 11.2 The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 27 of Section-IV and furnishing the performance security.
- 11.3 The Bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.
- 11.4 A BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- 11.5 The bid security is required to protect the Tendering authority against the risk of bidder's conduct, which would warrant the forfeiture of bid security, pursuant to Para 11.7.
- 11.6 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 21.

11.7 The Bid Security may be forfeited :

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) **If the successful bidder fails**
- i) to sign the contract agreement in accordance with **clause 21 of section-IV.**
 - ii) to furnish performance security in accordance with **clause 27 of section-IV.**
 - 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.

12. Format and signing of bid.

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

13. Submission of bid, Sealing & marking of bids :-

13.1 The bid contains three parts –

The first part(Envelope-A) should contain

- (a) Original DD/BC towards cost of tender document.
- (b) Original DD/BC/BG towards EMD/ Bid Security.
- (c) The power of attorney in original (If applicable) executed after the date of NIT.

Note 1)The above documents are to be kept in an wax/tape sealed envelope-A and to be dropped into the tender box placed in the chamber of AGM(O&M-CM), O/o CGM, Odisha Circle, 4th floor, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 on or before **11:00 Hrs** of the day of e-bid opening i.e. **11-06-2018**. The scanned copies of the DD/BC/BGs towards EMD/BID security, DD/BC towards cost of bid document & Original Power of attorney (If applicable) have to be uploaded in the e tender portal of M/s ITI Ltd.

2)The second part is the envelope-B(a soft copy folder) containing scanned documents of Technical Bid vide annexure-2,2A,2B and 2C should be uploaded in the appropriate place of the e tender portal of M/s ITI Ltd. Technical e-bid check list containing the list of documents in the excel format has to be filled carefully in the e-portal.

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3)The third part contains Financial Bid (Price Schedule). Financial e-bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal.

- 13.2 (a)** Bids must be E-QUOTED before the locking time of the bid that is **11:00 Hrs of 11-06-2018**.
(b) If any one of the document required to be submitted in envelope A is found to be wanting, the concerned bid shall be rejected at the opening stage itself.

13.3 SUBMISSION OF BIDS:

Bids must be submitted online by the bidders not later than the specified date & time indicated in the NIT, Section –I.

(a) The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents. One Bidder can submit only one offer for a zone as only one user id will be allotted to him. However he can participate in one or all zones.

(b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 of Section-IV in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.

(c) The Clauses of the bids shall be complied and price bid quoted well before the Locking time(11:00 Hrs of 11-06-2018) of the bid. Scanned documents wherever necessary are to be uploaded/pasted in the appropriate places of the document.

14. LATE BIDS, MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 After the Locking Time, no bidder can submit the bid.

14.2 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering)

14.3 No bid shall be modified subsequent to the deadline for submission of bids that is 11:00 hrs of 11-06-2018.

15. BID OPENING & EVALUATION

OPENING OF BIDS BY TENDERING AUTHORITY:

15.1 The bids will be opened in two stages. At **11:30 Hrs** on the due date, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. The bidders can view the opening details after the purchaser opened them.

15.2 A maximum of TWO representative of any bidder shall be authorized and permitted to attend the bid opening.

15.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

15.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.

15.5 Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.

15.6 Opening date and time of Financial bid will be notified in the website.

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15.7 Place of opening of Tender bids:

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) in “**Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**”, where BSNL’s Tender Opening Officers would be conducting online e-Tender opening at the scheduled date and time. If due to administrative reason, the venue of e Bid opening is changed, it will be displayed prominently in the notice board on the ground floor of the above mentioned office.

16. PRELIMINARY EVALUATION:

- 16.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly digitally signed and whether the bids are generally in order.
- 16.2 Prior to the detailed valuation, pursuant to **clause 17**, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority’s determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 16.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity and the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 16.4 The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 16**.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected. **Any bidder can quote for any number of Zones in the financial bid. L-1 bidder will be evaluated for each Zone separately. Tendering authority may negotiate with L1 bidder only in a zone.**
- 17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in **section V** of the Bid Documents excluding GST.
- 17.4 The tendering authority shall consider placement of orders for execute the work only on successful L1 bidder whose offer has been found technically, commercially and financially acceptable. The tendering authority reserves the right to counter offer price(s) against price(s) quoted by L1 bidder. All terms and conditions applicable to the L1 bidder are also equally applicable to the bidder/bidders, who will accept the counter offer for execution of work.
- 17.5 The tender shall be evaluated by a committee to be appointed by the tendering authority. 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

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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).

18. CONTACTING THE TENDERING AUTHORITY:

- 18.1 Subject to **Clause 15**, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. AWARD OF CONTRACT

Tendering authority shall consider placement of letter of intent (LOI) to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **two** weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Annexure-4** with the bid document. **The tendering authority shall have the right to keep more than one contractor in a zone.**

20. RIGHT TO VARY QUANTITIES

(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of the contract or up to 50 % of the additional quantities of goods and services contained in the running tender /contract can be ordered within a period of twelve months from the earliest date of acceptance of APO /LOI at the same rate negotiated (downwardly) with existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.

(b)) In exceptional situation where the requirement is of emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100 % of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO/LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on the prevailing market conditions and the impact of reduction in duties & Taxes etc.

21. SIGNING OF CONTRACT

- 21.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 21.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 11 of Sec-IV**.

22. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause-19 or 21 shall constitute

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sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

23. PERIOD OF VALIDITY OF BIDS

- (i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.
- (ii) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify his bid.

24. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action. 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

25. TERMS OF PAYMENT:

25.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/o The Chief General Manager, BSNL, Odisha Circle, Bhubaneswar. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the SDE(General)-CMTS or authority specified in contract along with completed duty slips/log book copy duly signed by the user by the 5th of the following month for payment. The copy of GST paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

25.2 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/log books. In no case, duty slip/log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.

25.3 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.

26. 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.

27. PERFORMANCE SECURITY:

27.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs 5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security.

27.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled

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Bank and the Performa provided in **Annexure-4** of the bid document.

27.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

27.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

28. TERMINATION OF CONTRACT

28.1 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.

28.2 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.

28.3 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.

29. 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.

30. 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.

31. PRICES:

31.1 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.

31.2 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.

31.3 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.

31.4 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.

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32. PRICE REVISION:

32.1 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

$$= \frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per litre of Diesel / Petrol consumption (KMPL)}}$$

(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 **9 Kms in case of AC cars, 14 Kms in case of Non-AC Indica or similar type Cars, 13 Kms in case of Non-AC Indigo or similar type Cars and 10 Kms in case of Non-AC Multi Utility Vehicles of any type** 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)

32.2 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 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

32.3 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.

32.4 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.

33. MISCELLANEOUS CONDITIONS:

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

33.2 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.

33.3 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.

33.4 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.

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34. 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.

35. ARBITRATION:

35.1 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 General Manager, BSNL, Odisha Circle, Bhubaneswar of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the The Chief General Manager, BSNL, Odisha Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

35.2 The venue of Arbitration proceeding shall be Office of The Chief General Manager, BSNL, Odisha Circle, Bhubaneswar of BSNL at Meeting/conference Room or such other place as the arbitrator may decide.

35.3 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.

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36. SET OFF (RECOVERY OF SUM DUE):

36.1 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.

36.2 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.

36.3 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.

37. FALL CLAUSE:

37.1 The prices once fixed will remain valid during the scheduled delivery /Service period. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And / or

(b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

37.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

37.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "*We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.*"

37.4 In case under taking as in Clause 37.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

Read, understood , complied & agreed

Signature & seal of bidder

SECTION – IV(Part-II)

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions as contained in section-IV and wherever there is a conflict, the provisions herein shall prevail over those in section-II, section-III and Section-IV.
2. 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.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non- executive employees working in **BSNL** & executive employees (also called Group-A & Group-B officers working in **BSNL** either directly recruited or on deputation are prohibited from participation in this tender.

Definition of near relatives: - The near relatives of all BSNL employees means {Non- executive employees working in **BSNL**, & executive employees (also called Group-A & Group-B officers) working in **BSNL**, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)& brother's wife, sister(s) & sister's husband(brother-in-law).
8. The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
 9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have 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

Read, understood , complied & agreed

Signature & seal of bidder

contractor.

10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. 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.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of fuel, lubricants, driver, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. The tendering authority reserves the right to counter offer price against price quoted by the bidder.
14. Regular checking of meter by the designated BSNL authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
15. The contractor should ensure that at the end of duty; the log books are completed and signed by the users.
16. The contractor shall provide his employees a uniform, which shall be worn by them all the time while on duty.

Read, understood , complied & agreed

Signature & seal of bidder

Section-IV(Part-III) **E-tendering Instructions to Bidders**

Note :-The instructions given below are ITI's e-tender portal centric and for e- tenders invited by CMTS unit of Odisha Circle only.

General

These Instructions (for e-Tendering) supplement „Instruction to Bidders under General (Commercial) conditions, as enclosed in Section IV of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Ltd, a Government of India Undertaking.

1). TENDER BIDDING METHODOLOGY:

Sealed Bid System- “Two bid system”, Financial bids & Technical bids shall be submitted by the bidder at the same time.

2). BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PROSPECTIVE:

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on Electronic Tendering System (ETS)
- (iii) Create Users and assign roles on ETS
- (iv) View Notice Inviting Tender (NIT) on ETS
- (v) Download Official Copy of Tender Documents from ETS
- (vi) Clarification to Tender Documents on ETS – Query to BSNL (Optional)
– View response to queries posted by BSNL, through addenda/corrigendum.
- (vii) Bid-Submission on ETS
- (viii) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- (ix) Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
- (x) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2 of section IV and Technical Bid check list) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

3). DIGITAL CERTIFICATES

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4). REGISTRATION

The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Intending bidders are requested to register themselves with M/s. ITI Ltd through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for

Read, understood , complied & agreed

Signature & seal of bidder

participating in the above mentioned tender. In this process of e-tendering for inviting tender bids, the physical copy of the tender document will not be sold.

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

M/s ITI Ltd Helpdesk	
Telephone/ Mobile Nos.	<i>Mr Sanjib Mohapatra</i> 09937488749, 07377708585 <i>[between 9:30 hrs to 18:00 hrs from 19-05-2018 to 11-06-2018]</i>
E-mail ID	twhelpdesk404@gmail.com

BSNL Contact-1	
BSNL's Contact Person	AGM(O&M-CM), O/o CGM, Odisha Circle, 4 th floor, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009
Telephone/ Mobile	0674-2507000 <i>(between 10:30 hrs to 17:30 hrs)</i>
E-mail ID	agmomcm@gmail.com

BSNL Contact-2	
BSNL's Contact Person	SDE(O&M-CM), O/o CGM, Odisha Circle, 4 th floor, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009
Telephone/ Mobile	0674-2506332 <i>(between 10:30 hrs to 17:30 hrs)</i>
E-mail ID	sdeomcmbbsr@gmail.com

5). Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:
The documents should be uploaded as per technical bid at section-VII.

6). Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box placed in the chamber of AGM(O&M-CM),4th floor, BSNL Bhawan, unit-2, ashok Nagar, Bhubaneswar **before 11:00 Hrs of 11-06-2018** in a separate envelope marked as ENVELOPE-A :-

- Original DD/BC/BG towards EMD/ Bid Security.
- Original DD/BC towards cost of tender document.
- The power of attorney in original (If applicable) executed after the date of NIT.

7). Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi- dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter functionality, the contents of both the „Electronic Forms“ and the „Main-Bid“ are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE),

Read, understood , complied & agreed

Signature & seal of bidder

even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

8). Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“ has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

ETS has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled „ Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

9). Other Instructions

For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following „**FOUR KEY INSTRUCTIONS for BIDDERS**“ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS
(There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV,1GB RAM,Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

10). Vendors Training Program

Vendors may contact the ITI Helpdesk personnel given above ,for any type of training/help, which they may require while uploading the bids.

Read, understood , complied & agreed

Signature & seal of bidder

SECTION-V**FINANCIAL BID****SCHEDULE OF REQUIREMENT AND HIRE CHARGES****PLAN-1 (Scheduled Works): Monthly KM Hire Slab:**

Hire Charges per vehicle (Rs) Unit (per month) Slab Rate				
Slab No	Monthly KM Hire slab	Non AC Indica cars or similar type of hatchback category vehicles (A)	Non AC Indigo cars or similar type of sedan category vehicles (B)	Non AC Bolero or similar type Multi Utility Vehicles (C)
		Quoted Rate	Quoted Rate	Quoted Rate
1	1500 KM			
2	2000 KM			
3	2500 KM			
4	3000 KM			
5	3500 KM			
For extra KM (Rs./KM)				
Detention charges beyond duty (Rs./Hr.)				
Night halt charges (Rs./Halt)				
Hire charges for 5 hours on Sundays and holidays as and when required. (This is excluding KM run charge. The Km run will be included in the monthly km limit of the vehicle)				

- NOTE: 1)** The rates are inclusive of all charges i.e it includes the cost of driver, fuel, lubricants, mtce cost , taxes if any etc. but **excluding GST** and parking fee/toll gate fee etc.
- 2)** The actual quantity under the km-slabs will be intimated in work order after finalization of tender. The bidder should quote the rates for all the slabs in all the type of vehicles.
- 3)** The KM run of Sundays and Holidays will be included in the Monthly Km limit of the user of the vehicle.
- 4)** Detention charges beyond duty will be applicable, if duty hours exceeds 10 Hrs on working days and 5 hrs on Sundays & holidays.

DATE

SEAL

SIGNATURE

Read, understood , complied & agreed

Signature & seal of bidder

Contd.

FINANCIAL BID (continued)**PLAN-2 (Non-Scheduled Works): Daily Time-KM Hire Slab:**

		Hire Charges per vehicle (Rs) Unit (per day) Slab Rate							
SLA B No.	Time-KM Hire slab	Diesel running Non AC Indica cars or similar type of hatchback category vehicles	Diesel running Non AC Indigo cars or similar type of sedan category vehicles	Diesel running Non AC Bolero or similar type Multi Utility Vehicles (MUV)	Diesel running Air-conditioned Indigo cars or similar type of sedan category vehicles	Diesel running Air-conditioned Honda city type vehicles.	Diesel running Air-conditioned Toyota Innova type of vehicles.	Diesel running Air-conditioned Hyundai Verna type of vehicles.	Diesel/Petrol running Air-conditioned BMW, Audi, Mercedes Benz type of vehicles.
		A	B	C	D	E	F	G	H
1	4 Hrs---40 Kms								
2	8 Hrs---80 Kms								
3	10Hrs---100 Kms								
	For extra KM (Rs./KM)								
	Detention charges beyond duty (Rs./Hr.)								
	Night halt charges (Rs./Halt)								

NOTE: 1) The rates are inclusive of all charges i.e it includes the cost of driver, fuel, lubricants, mtce cost , taxes if any etc. but excluding GST and parking fee/toll gate fee etc.

2) The actual quantity under the Time-km hire slabs will be intimated in work order after finalization of tender as per the requirement as and when required. The bidder should quote the rates for all the slabs in all the type of vehicles which he can provide on receipt of work order.

DATE

SEAL

SIGNATURE

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-1

FINANCIAL BID

Tender No.....

Date

**To
The Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**

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 Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 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 thisDay of2018.

Signature of.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-2

SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF ODISHA TELECOM CIRCLE.

Tender Ref:

Date:

TECHNICAL BID INFORMATION

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 Recognized / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of(please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	GST Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at Annexure-2A and 2B.	

DATE

SEAL

SIGNATURE

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-2A

Statement of Vehicles owned by the Bidder

BIDDER'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 (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.

Attested copies of the documents (Valid leased deed/Valid Sale deed if applicable, RC book , Taxi Permit ,Road Tax ,Insurance ,Fitness Certificate etc.) should be attached.

DECLARATION*The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.*

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-2B

STATEMENT OF “LEASED” VEHICLES

BIDDER’S NAME: _____

COMPANY’S NAME: _____

Details of “leased ” vehicles of THREE years old or less in our fleet of operation as on date of NIT:									
Sl. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner’s Name	Vehicle Type (Indica/Indigo/ /Sumo /Bolero/ Marshal etc. Please specify	Validity Details			
						Permit	Fitness	Road Tax	Insurance
01									
02									
03									
04									
05									

Note : Use additional sheets if required.

Attested copies of the documents (Valid leased deed/Valid Sale deed if applicable, RC book , Taxi Permit ,Road Tax ,Insurance ,Fitness Certificate etc.) should be attached.

Declaration :

The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.

DATE

BIDDERS’S SIGNATURE

OFFICE SEAL

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-2C

Technical Bid(Requirement/Check List)

(This will also require to be filled on-line in an excel sheet template in e-tender portal)

Zone No.	Name of Zone	Name of the bidder	
Sl. No.	Details of Documents scanned and uploaded in M/s ITI Ltd's e-tender portal		Uploaded (Yes/No/NA)
1	DD/BC towards Cost of Tender paper of Rs 2360/-(Rupees Two thousand Three hundred Sixty only)		
2	DD/BC/BG towards EMD for the zone or zones applied (Please refer sec-I, Table-A for EMD amount).		
3	Power of Attorney (if applicable) executed after the date of NIT if the signatory is other than the bidder as stated in Clause 2.3 of Sec-IV.		
4	Valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.		
5	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.		
6	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 16-17 i.e. assessment Year 17-18.		
7	Self Attested copy of GST registration certificate in the firm/ bidder's name, as applicable under GST rule with up to date return.		
8	Self Attested Photo copy of Valid EPF registration Certificate.		
9	Self Attested Photo copy of Valid Workman's compensation insurance or ESI certificate.		
10	Experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum one number of vehicle regarding satisfactory performance of the contract on hiring of vehicles.		
11	Bid form as per Annexure-7 duly filled and with seal and signature.		
12	Technical Bid (Check list) vide Annexure-2C duly filled and with seal and signature.		
13	Certificate of no near-relatives in BSNL as per Annexure-8 duly filled and with seal and signature.		
14	Technical Bid Information Sheet as per Annexure-2 duly filled and with seal and signature.		
15	Undertaking & declaration as per format at Annexure-9 duly filled and with seal and signature.		
16	Statements of vehicles owned/leased as per Annexures-2A & 2B duly filled and with seal and signature.		
17	Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Annexures-2A & 2B with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than Three years.The full details of such vehicles as per Annexure-2A & 2B.		
18	Self Attested copy of RC Books of the vehicles as per Annexure-2A & 2B		
19	Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-2A & 2B		
20	Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-2A & 2B		
21	Self Attested copy of Taxi permit of the vehicles as per Annexure-2A & 2B		
23	Self Attested copy of fitness certificate of the vehicles as per Annexure-2A & 2B		
25	Declaration for supply of commercial vehicles as per Annexure-10 duly filled and with seal and signature		
26	Declaration of Downloading and Non tampering of tender document as per Annexure-11 duly filled and with seal and signature		
27	The bidder should sign on all pages of bid document and upload the scanned copies.		

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-3

BID SECURITY BOND

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

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

THE CONDITION of the obligation are:

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

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

This guarantee will remain in force as specified in **clause 11 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

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-4

PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____

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

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the BSNL, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date

Read, understood , complied & agreed

Signature & seal of bidder

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.

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-5

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

To

To
The Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009

Subject – Authorization for attending bid opening on _____ (date) in the Tender of _____.

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

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

I.

II.

Alternate Representative

Signature of bidder

Or

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

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

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

Read, understood , complied & agreed

Signature & seal of 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 & Signature

Signature of User

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-7

BID FORM

Tender No. S-30/CMTS/Tender/Hire Vehicle/2018-19/12

Dated 19-05-2018

**To
The Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**

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 vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding **10%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **150** 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 We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

Dated thisDay of2018.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Signature of Witness

Address

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-8

CERTIFICATE PROFORMA FOR NO NEAR RELATIVE(S) WORKING IN BSNL

I,.....,s/oresident of Certify that none of my near relatives as defined below is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of bidder
with date & seal

N.B.:- The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person.

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-9

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
3. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

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

Date:

.....

Signature of bidder

Place:

Name of bidder

Along with date & Seal

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-10

DECLARATION FOR SUPPLY OF COMMERCIAL VEHICLES

I,.....(authorized signatory) hereby declare that I shall supply commercial vehicles of Model not earlier than Three years from the date of issue of NIT (**Dt. 01-04-2015**) for the required number of vehicles as per requirement of BSNL, Odisha Telecom Circle during the entire period of contract.

Place :

Signature of the Bidder:-

Date

Name of the Bidder :-

Read, understood , complied & agreed

Signature & seal of bidder

ANNEXURE-11

DECLARATION FOR DOWNLOADING AND NON-TAMPERING THE TENDER DOCUMENT.

I/we (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the downloaded tender document. And I have checked up that no page is missing and all pages as per the index are available and no addition/deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

I/we also declare that I have enclosed a DD/BC for Rs...../- towards the cost of tender document along with this bid.

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Read, understood , complied & agreed

Signature & seal of bidder