



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

E-Tender for Hiring of Multi Utility vehicles with valid commercial permit for departmental use in the BSNL Telecom District, Bhawanipatna under GMTD, KORAPUT TELECOM DISTRICT

Tender No: V-01/BPT/20-21/01

Dated: 21/09/2020

**Office of the General Manager Telecom District Koraput,
ODISHA, Pin– 764020**

ESTIMATED COST: INR 15, 00,000

EMD: INR 30,000

BID VALIDITY: 180 DAYS

BID DOCUMENT COST: INR 590

Total No. of Pages: 54

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

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Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

SECTION-I.

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**Office of the Dy.General Manager, Bhawanipatna under GMTD
Koraput Telecom District**

NOTICE INVITING TENDER GMTD, KORAPUT

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

Sl. No	Item	Particulars
1	Tender Notice No & date	V-01/BPT/2020-21/01 Dated 21.09.2020
2	Tender item	Hiring of Multi Utility Vehicles (MUV) in Bhawanipatna Telecom District.
3	Tender Document can be downloaded from date	Dt.21.09.2020
4	Date of receipt of queries from bidders	Dt 22.09.2020 upto 18.00 hrs
5	Pre-Bid Meeting	11:00 Hrs of 28.09.2020
6	Reply of queries by BSNL	Before 18.00 Hrs of Dt.30.09.2020
7	Last Date of Submission of Tender	Up to 17.30 Hrs of Dt 13.10.2020
8	Date & Time of Opening of Tender (Technical Bid only)	At 11.30 Hrs of Dt.14.10.2020
9	Amount of Bid Security & cost of tender paper	The cost of Bid security and cost of Tender paper as in section-II to be paid through online Banking/ RTGS / NEFT /DD as per the Section-I, Para 2(b).
10	Cost of the Estimate	Rs 15,00,000/-
11	Cost of Tender document	Rs 590/-
12	EMD	Rs 30,000

Note: In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/ or e-Tender Portal and CPP portal . GMTD BSNL Koraput is the final authority to accept or reject the tender bids.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

2a) The Tender document can be downloaded from the website: www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in> and to be submitted in e-format. Cost of Tender Document and Earnest

Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

(b) The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT/Demand Draft in favour of **AO (Cash), BSNL, General Manager Telecom District, Koraput** payable at Koraput, as per the following details.

Name of the Bank and Branch	State Bank of India, Koraput
Accounts Name	A.O(Cash), BSNL,O/o.GMTDKoraput
Account Number	11190080407
IFC Code	SBIN0000121
Address of the Bank	State Bank of India, Koraput
MICR Code	764002004
Mail Id	gmtdkpt11@rediffmail.com
Telephone No	9437208766

2(c) The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the the e-Tender Portal of i.e www.etenders.gov.in/eprocure/app

2(d) The existing vendor/contractors having pending due from BSNL may submit an undertaking in the specified format (Annexure –M) of the tender document in lieu of EMD/Bid Security/Performance security. However they are required to upload letter in ETS portal in place of EMD displaying details of the previous EMD along with their declaration letter which will be acceptable by BSNL.

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

3(a) Intending bidders are requested to register themselves with through <http://etenders.gov.in/eprocure/app> or www.odisha.bsnl.co.in for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3(c) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in> as per Annexure – E of Section VIII.

3(d) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4(a) The Bidder must have minimum annual turnover of **30%** of annual estimated cost of tender combining during the consecutive financial years (2018-19 and 2019-20 taking together) or more in

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Hiring of Vehicle works in BSNL/MTNL / Central Govt./ PSU / State Govt./ Banks . Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE/Executive Engineer duly countersigned by an officer not below the rank of DGM/ Superintending Engineer will also be considered.

4(b) The documents as listed out in Section VII must be uploaded in the E-Tender Portal.

5(a) BSNL has adopted e-tendering process which offers a unique facility for Public Online “Tender Opening Event (TOE) “. BSNL’s 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. However, if required, bidders or their authorized representatives can attend the Tender Opening Event in the Chamber of AGM (NW-OP-CFA), **O/o TDM, BSNL Administrative Building, Bhawanipatna-766001** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

5(b) Eligibility criteria: The bidder must have the following eligibility to participate in tender:

- i) Firm Registration in case of partnership firm,
- ii) Articles of memorandum & registration certificate from ROC in case of company.
- iii) Registration of at least one vehicle should be in the name of the Bidder and the registration should be recent.
- iv) For additional supply of vehicles, preference will be given to L-1 bidder.
- v) Experience certificate as per clause 4(a),
- vii) Copy of PAN card & ADHAR CARD.
- viii) Copy of GSTIN Registration Certificate,

6. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

7 General Manager Telecom District Koraput reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

8 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly signed by the bidder.

9 All statutory taxes as applicable shall be deducted at source before payment.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

SECTION-II

SOQ

List of AreaWise Requirement of Vehicles., estimated cost,
EMD (@ 2%) & PBG/Security (@ 5%)

Area wise requirement of Vehicles

Sl No	AREA	Controlling Authority	Normal Kms to be Run	Cost of the Estimate Including Diesel in Rs	EMD in Rs. (for 03 Vehicles)	Experience during last two financial years 2018-19, & 2019-20 in Rs.
1	TDM Office, Bhawanipatna & Marketing works	SDE(HR/Admn), Bhawanipatna	2000	15,00,000/- - (For the period of 12 months)	30,000/-	30% of of annual estimated cost combining during the consecutive financial years (2018-19 and 2019-20 taking together)
2	SDE(G/E), Dharamgarh	Dharamgarh Subdivision	2000			
3	Nuapada Subdivision	SDOT, Nuapada	2000			

Cost of Tender Document = Rs. 590/-

Total cost of the Estimate = Rs. 15,00,000/-

EMD 2% of Estimated cost for 03 vehicles = 30,000/-

PSD 5% of Estimated cost for 03 Vehicles = Rs 75,000/-

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

SECTION-III

SCOPE, SPECIFICATION & JOB DESCRIPTIONS

This tender is for supplying of Vehicles on Hiring basis in different areas as mentioned in the Section II of this document.

SPECIFICATION OF WORK

This tender is for the supply of Vehicles on hiring basis in different areas of Bhawanipatna SSA under the jurisdiction of Dy.General Manager, Telecom District, Bhawanipatna. The work broadly consists of the following. .

1. Providing of multi utility Vehicles of make not older than year 2015 .
2. Hiring charges per month will be proportionately calculated as per the number of days worked.
3. Normally each vehicle runs about 2000 Kms per month. However this limit may vary for any number of Kms as per the requirement.
4. The Normal working hours will be 10 Hrs from the time of reporting to duty as per requisition of the controlling authority.
5. Extra hour charges will be paid beyond working the normal hours. (ie., beyond 10 Hrs of working)
6. Night Halt charges will be paid for the vehicle if the vehicle stays during entire night at the places other than its head quarters.
7. Whenever additional vehicles are needed on urgent basis , the vendor has to supply.
8. Vehicle log book is to be maintained and Xerox copy of the logbook along with the bill for the month utilized is to be submitted for payment of the bill.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

SECTION-IV

SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:

- 1). The Contractor will be responsible for the safety and security of the Vehicles supplied by him to BSNL. He will insure all the vehicles comprehensively to cover loss or damage due to theft, fire , accident or any other reason.
- 2). The Contractor will be responsible for the safety and security of drivers employed by him for the work. He will be required to insure each driver as per labour laws. The Contractor will ensure safe working by observing proper safety precautions.
- 3). The Contractor will be required to abide by the labour laws enacted from time to time by the central or state govt. Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the Contractor. The claims arising out of injury, causality or anything else to the worker/driver employed by the Contractor will be the sole responsibility of the Contractor.
- 4). Under the provisions of the workmen's compensation Act, in case any compensation is paid by the BSNL to a driver employed by the Contractor in execution of the work the same will be recovered from the Contractor either from the bill preferred by him or by adjustment from his security deposit money.
- 5). The Contractor should ensure that no driver below the age of eighteen years is employed by him on the work.
- 6). The Contractor should comply with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by him.
- 7). The drivers engaged by the Contractor will not claim any employment in the BSNL at any time in future.
- 8) Vehicles supplied by the contractor should maintain its neatness and cleanliness..
- 9) All the documentations like Driving license, C book, .insurance etc., of the vehicle should be up to date and kept ready with the driver
- 10) A Vehicle log book for each vehicle is to be maintained and signed by the user each time and copy is to be submitted along with the bill.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

SECTION-V

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

1. TERMS:

1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the CMD, BSNL and represented by the General Manager Telecom District, Koraput.

1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.

1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the respective controlling officer of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.

1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.

1(e) "E-Tender Portal" means the website www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in> who is providing e-Tendering solution to BSNL.

1(f) "ETS" means the Electronic Tendering System through the e-Tender Portal.

2. ELIGIBLE BIDDERS

The Bidder must have minimum annual turnover of **30%** of of annual estimated cost of tender combining during the consecutive financial years (2018-19 and 2019-20 taking together) or more in hiring of vehicles work in BSNL/MTNL, Central Govt./ PSU . Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered.

3. VALIDITY OF BID: The validity of bid period is 180 Days from the last date of submission of the bid.

4. PERFORMANCE SECURITY DEPOSIT

i) The successful bidder will have to deposit a minimum performance security 5% of the estimate cost in the form of RTGS, DD Or Bank Guarantee in the name of **AO (Cash), BSNL, General Manager Telecom District, Koraput**, valid up to and including six months after the period of contract (i.e., One years)from a Nationalised/scheduled bank and in the performance security bond form provided in the bid document at annexure-F.

ii). The proceeds of the performance security shall be payable to BSNL as a compensation for any loss resulting from the Contractor's failure or not executing the work or abandoning the work or causing any Other loss to BSNL.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

iii) The PBG will be adjusted with the EMD deposited by the bidders in this tender & the differential amount will be paid by the bidders so as to fulfill the amount of PBG.

iv) The performance security shall be released within a fortnight from the date of payment of the final bill under the contract or the final settlement of the account whichever is later.

9. The conditional and incomplete tenders are liable for rejection.

10. The General Manager, Telecom Dist, Koraput reserves the right to reject one or all of the tenders without assigning any reason thereof..

11. The near relative of employees of BSNL, Bhawanipatna, if participating in this tender must declare the full particulars of their near relatives employed in BSNL (either directly recruited or on deputation). The near relatives for this purpose are defined as, a) Members of Hindu undivided family. b) They are husband & wife, c) The one related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law). Declaration is available at Annexure-D of Section-VIII.

12. In case of any dispute arising out of the contract between the two contracting parties, the decision of the General Manager, Telecom Dist. Koraput shall be final and binding.

13. The GMTD, Koraput reserves the rights to increase/decrease or delete the scope of work without assigning any reason.

14. The works against this tender will be executed under the overall control of the General Manager Telecom District, Koraput.

15. 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.

16. CLARIFICATION ON BID DOCUMENTS

(a) A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT within the scheduled date. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives up to **scheduled date and time**.

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

17. DOCUMENTS TO BE SUBMITTED FOR BID

a. The details of documents to be submitted through online in e-Tender Portal are as detailed at Section VII. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

b. Documents in original should be submitted for verification if required by the Tendering Authority.

Read understood complied and agreed

Signature of the bidder with date & seal

c. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

d. As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at Annexure-L of Section-VIII.

18. AMENDMENT TO BID DOCUMENT

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

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

(c) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.

(d) It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

BSNL Contact-1	Shri Bipin Bihari Pattnaik, AGM(I/D & BB), O/o TDM, Bhawanipatna Mob: 9437092444, E-Mail :sdepbpt@gmail.com Tel No-06670-2310000
BSNL Contact-2	Shri A B Tripathy, SDE (General)-Mob.No-9437057037, E-mail:- sdeadmbpt@gmail.com, Tel.No-06670232399

19. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause .25 of this Section

20. BID FORMS

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload required scanned documents as per section-VII of the same in e-Tender Portal.

21. BID PRICE

The bidder shall quote rates in FINANCIAL BID given in Section VI.

22. COMPLIANCE

The bidder should ensure unconditional clause- by – clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VIII should be given along with bid document.

23. A. BID SECURITY/EMD

(a) The bidder must deposit the amount for bid security/EMD as stated in Section I para 2c and **Section II** only from any nationalized/scheduled bank .

N:B: The existing vendor/contractors having pending due from BSNL may submit an undertaking in the specified format (Annexure-M) of the tender document in lieu of EMD/Bid Security.

(b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 8(a) of this Section.

(c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible.

(d) A BID WITHOUT BID SECURITY/ BID SECURITY WITHOUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

B. FORFEITURE OF BID SECURITY/EMD. The Bid Security/EMD may be forfeited

(a) If the successful bidder backs out to accept the tender and/or does not deposit the performance security or (b) The successful bidder does not come for execution of agreement after deposit of performance security deposit within the scheduled time

(c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

24. FORMAT AND SIGNING OF BID

(a) The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.

(b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

(c) The letter of authorization shall be indicated by written power-of-attorney, if any, accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

25. PREPARATION & SUBMISSION OF BIDS:

D) Contents of the Bid:

The bid contains three parts –

Read understood complied and agreed

Signature of the bidder with date & seal

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT / RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal .

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section VII in the appropriate place of the e-Tender Portal.

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

II. Submission of the Bid:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid as scheduled..
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against bid before signing of the agreement.
- d. If any one of the document required to be submitted as referred to in Clause 25 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself by the TEC of Technical Bid Evaluation.
- e. The BSNL may, at its discretion, extend the deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

26. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- (a) After the Locking Time, no bidder can submit the bid.
- (b) The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- (c) No bid shall be modified subsequent to the deadline for submission of bids as above

27. BID OPENING AND EVALUATION

a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VIII. The bidders can view the opening details after the Tendering Authority opened them.

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

Read understood complied and agreed

Signature of the bidder with date & seal

(c) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.

(d) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

28. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) in the Chamber of AGM (NW-OP-CFA), O/o TDM BSNL, Administrative Building, Bhawanipatna-766001", where BSNL's Tender Opening Officers would be conducting through online e-Tender at **Scheduled date & time.**

29. PRELIMINARY EVALUATION

(a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.

(b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

(c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.

(d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

(e) The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

30. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

(a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.

(b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.

(c) If the bidder does not accept the correction of the errors, his bid shall be rejected.

(d) Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). In case work is awarded to multiple bidders, the ratio of

Read understood complied and agreed

Signature of the bidder with date & seal

work assignment should be 60 % (L1) and 40% (L2). However, BSNL reserves the right to award the work to single or multiple bidders.

31. CONTACTING THE TENDERING AUTHORITY

(a) Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

(b) Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

Award of contract & Work:

a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the bidder who quote the lowest rate (as mentioned in financial bid) will be accepted, based on net cost to BSNL.

b) However the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Koraput Telecom District.

d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

(e) The work allotment among the bidders are as under.

In case of 01 bidder - L-1 get 100%

In case of more than 01 bidder - L-1 will get 60% and L-2 will get 40%

Allotment of work to L-2 bidders will be on the basis of their acceptance of to accept L-1 bidders' rate only. The assessment of GMTD Koraput in this regard shall be Final and binding. However, BSNL reserves the right to award the work to single or multiple bidders.

f) However if both the Contractor is not doing the work after issuing work order, then GMTD reserves the right to award the work of that area to the willing Contractor of the adjacent area with submission of additional PBG.

g) The amount of SD will be changed according to the no of vehicle mention above.

32. SIGNING OF CONTRACT AGREEMENT:-

The successful bidder shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the

Read understood complied and agreed

Signature of the bidder with date & seal

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date of deposit of PSD in this office. In the event of failure of the bidder to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit), shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked. If the bidder expired in the middle of the tendering process, the legal heir will be permitted to enter into the agreement.

33. VALIDITY OF THE CONTRACT.

- i). The contract shall be **valid for ONE years** from the date of signing of the contract.
- ii).The GMTD, Koraput reserves the right to increase the contract period from the agreed period for a maximum 6 months and depends upon the good performance of the bidder and his track records of the tender terms and conditions.
- iii).The tender cost may be enhanced up to 100% of the tender value in interest of service in the event of extension of agreement period.
He also reserves the right to cancel the contract at any time without assigning any reasons..

34. PREPARATION & SUBMISSION OF BILL

- J1.** The Contractor will prepare the bills as per details entered in Vehicle's logbook.
- J2.** The bill will have to be submitted in triplicate and shall be accompanied with a pre-receipt and bank account number. Delay in submission of bill for the completed work will be at the risk of the Contractor and the paying officer will not be responsible for any with holding / non-payment of bills due to any reason in future.
- J3.** The bills are to be duly certified by the concerned In- charge of the vehicle and should be countersigned by the Controlling officer.
- J4.** If the CMR of the previous day and OMR of the next day are same, then a certificate to the affect of " The vehicle was not used for other than Departmental purpose and Kept in the premises of the Department" is to be furnished by the In-charge of the Vehicle along with the monthly normal certificate.
- J5.** The net payment of the bill will be made after deducting statutory taxes in force. Payment will be made online to the beneficiary account by the Central Settlement Cell (CSC) of Odisha Telecom Circle at Bhubaneswar.

35. DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of GMTD, Koraput shall be final and binding on all concerned.

36. DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated

Read understood complied and agreed

Signature of the bidder with date & seal

above shall be binding and the bidders shall have to accept them in writing along with tender. The GMTD, Koraput reserves the right to vary the quantum of work against each respective Area as per actual requirement in the field from time to time.

37. Termination of Contract by BSNL

- (a) The GMTD, Koraput may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b) BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one months notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract or any extension thereof granted by BSNL.
- (c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.
- (e) Not withstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract ,by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) The GMTD, Koraput may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- (g) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

38. Penalty Clause:

Penalty for breach of terms & conditions:

- (i) In case of break down, after its reporting for duty, the vehicles will have to be replaced by same type immediately or maximum within one hour. In case of non-availability of suitable vehicle a penalty upto Rs.200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.

Read understood complied and agreed

Signature of the bidder with date & seal

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- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period. The non availability complain received from the user (BSNL) by this O/o GMTD, KPT will lead to deduct Rs.500/- per day.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GMTD Koraput would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 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.

39. PERIOD OF VALIDITY OF BIDS

- (a) Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- (b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

40. 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.

41. 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

Read understood complied and agreed

Signature of the bidder with date & seal

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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.

42. Arbitration:

42.1 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 GMTD, KORAPUT of Bharat Sanchar Nigam limited (BSNL) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD, Koraput or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally} referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD, KORAPUT 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 there of or any rules made thereof.

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

42.3 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.

43. Set off (Recovery of Sum Due):

Read understood complied and agreed

Signature of the bidder with date & seal

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43.1 Any sum of money due and payable to the Service Provider (including performance 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.

43.2 In the event of said performance security 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.

43.3 If any amount due to the company is so set off against the said performance security, the service Provider shall have to make good the said amount so set off to bring the performance security to the original value immediately by not later than 10 days. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such no performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

44. REJECTION OF BID

The bid will be rejected in case of:-

- i. Non-submission of required documents as per Section VII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Late submission of bid
- v. Non-acceptance of correction of price As per Clause 30 (c)

45. DEBARRING CONDITIONS

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c. The engagement and employment of workers/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.

Read understood complied and agreed

Signature of the bidder with date & seal

d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid Without sufficient ground.

46. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in> and for e-tenders invited by the General Manager Telecom District, Koraput of Odisha Circle only

A. General:a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering the Tendering Authority is using the e-Tender Portal www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in> .

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

i)It is advised that all the documents to be submitted (Section VII) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

It is a Two Stage bidding system–.

Financial bids & Technical bids shall be submitted by the bidder at the same time.

C. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL’s Post-TOE queries

Read understood complied and agreed

Signature of the bidder with date & seal

I. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part
(Only for Technically Responsive Bidders)

D. Digital Certificates

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

D. Registration

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. Intending bidders are requested to register themselves through www.etenders.gov.in/e procure/app or <http://www.odisha.bsnl.co.in> for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact eProcurement Help Desk and BSNL Contact Points (as given below), to get your registration accepted/activated.

Help Desk Number	0120-4200 462 , 0120-4001 002, 0120-4001 005, 0120-6277 787 Technical - support-eproc(at)nic(dot)in
BSNL Contact-1	Shri Bipin Bihari Pattnaik, AGM(I/D & BB), O/o TDM, Bhawanipatna Mob: 9437092444, E-Mail :sdepbpt@gmail.com Tel No-06670-2310000
BSNL Contact-2	Shri A.B. Tripathy, SDE(HR/Admn), O/o TDM, Bhawanipatna Tel No-06670-232399, E-Mail-sdeadmnbpt@gmail.com

47. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in and www.tenderwizard.com/BSNL up to **due date and time** which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

Read understood complied and agreed

Signature of the bidder with date & seal

48. OTHER INSTRUCTIONS, IF ANY

a. The following documents should be submitted online by uploading in the e-Tender portal:

Sl	Description
1	Scanned copies of Tender document signed by the bidder or Authorized Person on all pages along with seal
2	Self attested copy of PAN Card
3	Self attested copy of Experience Certificate
4	Self attested copy of the computerized receipt towards cost of Tender Paper
5	Self attested copy of the computerized receipt towards cost of EMD/Bid Security
6	Self attested copy of valid GSTIN Registration Certificate.
7	No near relative certificate duly filled in and signed Annexure-D
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure-G
9	Bidder's profile duly filled in and signed. Annexure-I
10	Self attested copy of Original "Power of Attorney" in case person other than the bidder has signed the tender documents
11	Self attested copy of "Partnership Deed" duly registered, if applicable
12	Self attested of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B
13	Self attested of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
14	Self attested of Bid form duly filled and signed. Annexure-K
15	Self attested of Clause by clause compliance duly filled in and signed. Annexure-C
16	Self attested of the Check list duly filled in
17	Self attested of the Integrity Pack duly filled in and signed. Annexure-H
18	Self attested of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L
19	Firm registration, in case of partnership firm

b). Special Note on Security of Bids in Electronic Tendering System.(ETS)

- i). Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tendering System. Specifically for Bid Submission, some security related aspects are outlined below:
- ii). As part of the Electronic Encrypted 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-

Read understood complied and agreed

Signature of the bidder with date & seal

word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

d). Public Online Tender Opening Event (TOE)

- i). ETS offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet
- ii). Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass- Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii). ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- iv). ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event(TOE)” covering all important activities of “Online Tender Opening Event (TOE)”. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v). For further instructions, the vendor should visit the home -page of the e-Tender Portal www.etenders.gov.in/eprocure/app or <http://www.odisha.bsnl.co.in>.

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

- vi). The following “FOUR KEY INSTRUCTIONS FOR BIDDERS” must be assiduously adhered to:

Read understood complied and agreed

Signature of the bidder with date & seal

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

vii) Minimum Requirements at Bidder's end to access and use e-Tender Portal:

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

viii) Helpdesk for Vendors may contact eProcurement Help Desk personnel given in Clause-18(d) of section -V. for any type of assistance/help, which they may require while uploading the bids

Read understood complied and agreed

Signature of the bidder with date & seal

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SECTION VI.
FINANCIAL BID (Including Diesel)

SL NO	ITEM	RATE QUOTED (RS) IN FIGURES	RATE QUOTED (RS) IN WORDS.
A	MONTHLY HIRING RATE PER VEHICLE FOR 2000 KM SLAB INCLUDING FUEL & ALL OTHER CHARGES.		
B	EXTRA RUN CHARGES BEYOND PRESCRIBED SLAB IN RS/KM/VEHICLE FOR A ABOVE.		
C	EXTRA HOUR /DENTION CHARGES PER HOUR PER VEHICLE (BEYOND 10 HOURS)		
D	NIGHT HALT CHARGES PER HOUR PER VEHILCE		

Formula for Evaluation of L1 bidder:

$$\text{Lowest Value} = A + B*100 + C*15 + D*5$$

- Note: 1) The rate are inclusive of all charges i.e includes the cost of driver,fuel, lubricants,mtce cost,taxes if any etc. but excluding GST and parking fees/tool gate fees etc.
- 2) The KM run of Sundays and Holidays will be included in the Monthly KM limit of the user of the vehicle.
- 3) Detention charges beyond duty will be applicable, if duty hours exceed 10 Hrs on working days and 5 hrs on Sundays & Holidays.

Date

Signature with Seal

Read understood complied and agreed

Signature of the bidder with date & seal

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SECTION –VII.

Sl no	Description	Remarks (Yes (Y), No(N), Not Applicable (NA)) (√ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of Tender document signed by the bidder or Authorized Person on all pages along with seal	Y	N	NA
2	Self attested copy of PAN Card			
3	Self attested copy of Experience Certificate			
4	Self attested copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self attested copy of valid GSTIN Registration Certificate.			
7	No near relative certificate duly filled in and signed Annexure-D			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure-G			
9	Bidder's profile duly filled in and signed. Annexure-I			
10	Self-Attested copy of Original "Power of Attorney" in case person other than the bidder has signed the tender documents			
11	Self attested copy of "Partnership Deed" duly registered, if applicable			
12	Self attested of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B			
13	Self attested of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
14	Self attested of Bid form duly filled and signed. Annexure-K			
15	Self attested of Clause by clause compliance duly filled in and signed. Annexure-C			
16	Self attested of the Check list duly filled in			
17	Self attested of the Integrity Pack duly filled in and signed. Annexure-H			
18	Self attested of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L			
19	Firm registration, in case of partnership firm			

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

B.

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

Read understood complied and agreed

Signature of the bidder with date & seal

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SECTION-VIII.

FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL No.	Format Name
01	ANNEXURE-A: AGREEMENT (Sample Format)
02	ANNEXURE-B: Declaration of Non tampering of tender document
03	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
04	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
05	ANNEXURE-E: Declaration for Downloading the tender Document
06	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
07	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
08	ANNEXURE-H: INTEGRITY PACT
09	ANNEXURE-I: BIDDER'S PROFILE
10	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11	ANNEXURE-K: BID FORM
12	ANNEXURE-L: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
13	ANNEXURE-M: Declaration-cum-undertaking for EMD/bid security/performance security

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-A.**AGREEMENT FOR HIRING VEHICLES.**

This agreement is made on day of Between (Herein after called the service provider whose term includes its successors and assignees) whose registered office is at AND Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees)

The service provider will provide commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd. for official use on the terms and conditions herein contained, and rates as mentioned **Annexure-1**. The "Service Provider" has deposited Rs....., as interest free Performance Security. Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The service provider shall during the period of this contract, that is to say from ----- to ----- or until this contract is determined by such notice as herein alter mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the service provider. It is agreed by the service provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.

2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorities of BSNL shall an order for their requirement. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this agreement for vehicle hire shall prevail.

5. Service provider will provide vehicles to BSNL not older than five years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the service provider.

6. The Service Provider should provide the particular make & model of vehicles as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

7. Service Provider will submit bills in along with log book extract to the office after duly certified by the officer.

8. The driver of the vehicle shall always hold a valid Photo Identity card issued by the BSNL office or any other local central/state govt. office competent to issue such cards the date, time, KMs reading, purpose and places visited are to be filled in and signed by the users/BSNL officials. 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 2(Two) KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another commercial vehicle. Non-compliance may attract penalty, as per clause (39) of Section V of Bid document.

11. The following penalties will accrue to the Service Provider in addition to the deduction of hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract.

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

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

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

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever.

13. That Service Provider is/shall be liable for any legal dispute/cases/claims that have arise or may arise during the currency of the agreement in respect of vehicles provided by Service Provider. BSNL shall not be liable for any loss, damages, etc. suffered/to be suffered by Service Provider or third party as the case may be.

14. If for any reason the BSNL is dissatisfied in any way with standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

15. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry taxes payable locally and the service provider accordingly indemnifies the BSNL against all such liability.

16. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only, if the company signing the contract supplies the vehicles themselves from their own or eased fleet.

17. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation of BSNL or their near relatives as defined in SCH-IA of company Act 1956 and clause (11) of

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Section V of the Bid documents A certificate to be submitted in this regard which is enclosed as “Annexure D” of Section VIII of bid document..

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

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

20. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD, KORAPUT of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD, BSNL, Koraput 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 GMTD, Koraput of BSNL shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such arbitrator shall be governed by the provisions of the arbitration and conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof. The venue of Arbitration proceeding shall be office of GMTD, KORAPUT of BSNL at Koraput or such other place as the arbitrator may decide.

21. If the Service Provider institutes any legal proceedings against the BSNL to enforce any of it; rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.

22. The Service Provider is / shall be responsible for compliance of all the laws / rules / regulations and Government institutions that are/will be applicable to and aimed to protect the interest of the employees/workers engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past “or” may arise during the course of performance of this contract.

23. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party’s registered office with a copy sent to the attention of:

24. I will abide by the all terms and conditions of the tender.

28. Performance Security Deposit of Rs.....is furnished below:- performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No. Dt..... of (bank)and it is valid upto Dt.....

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

In witness where of the particulars here to have executed these present the day and the year first

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the

Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

2. Signature:

2. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

Read understood complied and agreed

Signature of the bidder with date & seal

ANNEXURE-B.**Declaration of Non tampering of tender document**

I, Sri/Smt/M/s _____

(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “http://www.orissa.bsnl.co.in” or www.etenders.gov.in/e procure/app and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name _____

Seal of the bidder:

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____

(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place : _____

Signature of the Bidder :

Date: _____

Name of the Bidder

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-D**NO NEAR RELATIVES CERTIFICATE IN BSNL**

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____
S/o _____
resident of _____, hereby certify that none of my near relative(s) as defined in the tender document is/are employed any wherein BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder _____

Name : _____

OR

I/We
s/oresident of
.....hereby declare that the following of my near relatives are employed in BSNL and I am fully separated from him both financially & socially. I shall not take any help from them in bid approval/bill passing or indirectly put any pressure/influence on BSNL officers for awarding me the contract/making me priority payment/any other advantage.

Sl.No.	Name	Designation	Office Address

Note: The near relatives for this purpose are defined as:

A. Members of a Hindu Undivided family.

B. They are husband and wife.

C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter- in- law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Place _____ Signature of the bidder _____

Date _____ Name : _____

:

:

(Capacity in which signing)

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-E**Declaration for Downloading the tender Document.**

I _____

(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **www.orissa.bsnl.co.in** or www.etenders.gov.in/eprocure/app and no Addition / deletion / correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____

Signature of Bidder _____

Place: _____

Name of Bidder _____

(Along with date & Seal)

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-F

PERFORMANCE BANK GUARANTEE (BOND FORM)

1. In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order no. _____ Dated _____ made between _____ and _____ for _____ for the supply of Vehicles on hiring basis _____ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the Bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or 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 he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) 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, out liability under this guarantee shall be restricted total amount not exceeding _____

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this 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 contractor(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 during the period that would be taken for the performance of the said agreement and 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 GMTD, BSNL, KORAPUT certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **ONE YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

5. We (name of the Bank) _____ further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and 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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(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 contractor(s) / supplier(s).

7. We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated _____

Signature: _____

Place _____

For _____

(indicate the name of the Bank)

ANNEXURE-G.**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To
The Dy.General Manager, Telecom District Bhawanipatna - 766001

Sub: Authorization for attending bid opening on _____ (date) in the Tender for Hiring of Vehicles in Bhawanipatna Telecom District under GMTD, Koraput.

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		

Signature of bidder

(Or)

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

Note:

1 Maximum of one representative 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 and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

ANNEXURE-H

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as “The Principal”

And hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal:-

1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c). The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

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

(1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a). The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

Section 4-Compensation for Damages.

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

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

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

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

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) with confidentiality. Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.
4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the „Principal. and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word „Monitor. would include both singular and plural

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 24 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

Read understood complied and agreed

Signature of the bidder with date & seal

Date 21.09.2020
Passport size
Photograph (to be pasted) of the Bidder/authorized Signatory holding Power of Attorney with Signature on the front side of Photograph overlapping the form

ANNEXURE-I

BIDDER'S PROFILE

Sl no	Item	Details
1	Name of the Individual Bidder	
2	Name of the Person submitting the tender whose photograph is affixed (In case of Proprietorship/Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid as the case may be)	
3	a). Permanent address of the bidder b). Local address of the bidder in Bhawanipatna or Koraput SSA	
4	a). Telephone Nos. with STD Codes b) Email Id.	Office: Fax : Residence: Mobile Nos:
5	Registration & incorporation particulars of the bidder (if other than individual): i).Proprietorship ii) Partnership iii) Private Ltd vi) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law.)	
6	Name(s) of the Individual/Proprietor /Partners/Directors*	
7	Bidder's bank, its address and his current account number	
8	PAN No	
9	Brief description of the work carried out in last two years 2018-19 & 2019-20	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	

* (In case the space is insufficient, attach list separately)

I, _____ Shri/Smt hereby declare that the information furnished above is true and correct.

Place: _____ Signature of bidder /authorized signatory

Date: _____ Name & Seal of the bidder

Read understood complied and agreed

Signature of the bidder with date & seal

ANNEXURE-J VENDOR MASTER FORM

(The details listed will be used for making all payments against POs/WOs, refund of EMDs/SDs, intimation of payments by email, issue of TDS certificates, (*) Minimum required fields to be filled by the Company/Vendor. Please attach copies of supporting documents)

Title* _____

Name* _____

Address* _____

Town/District* _____

City* _____

State* _____

Postal/PIN code* _____

Contact details:

Telephone Number Fax No _____

Email_id (Mandatory for E-tendering) _____

Name of contact person _____ Mobile No: _____

Alternate contact person: _____ Mobile No: _____

Tax information:

PAN _____

Service Tax Regn No _____

Tax Registration no. (for Foreign Vendors) _____

Income Tax Exemption details:

IT exemption No _____ IT exemption rate _____

IT exemption date _____

IT exemption date from _____ IT exemption date to: _____

Payment Transaction/Bank Details:

Bank country _____

Bank Name _____

Bank Address _____

Bank Account No _____

Bank IFSC _____

Account holder's Name _____

Type of Account: Savings (10) _____ Current (11) _____

SWIFT CODE (for foreign vendors) _____

IBAN (for Foreign Vendors) _____

(Enclose a blank Cheque/a photocopy of the cheque to verify A/c No. & Bank details)**Industry Status:**

Micro/SSI: YES _____ No _____

1. I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details of which are specified above.

2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payment.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Note:

- 1 If PAN is not provided, TDS @ 20% will be deducted wherever applicable.
- 2 If Bank Particulars are not provided, the payment will be made by cheque only.
- 3 If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation Date Company Seal

(For Office use)

Vendor Account Group _____ Payment Method _____

TDS Type – Invoice _____ TDS Code – Invoice _____

Checked by: Authorised by(Finance) SAP Vendor Master Created on SAP Vendor Code

Read understood complied and agreed

Signature of the bidder with date & seal

ANNEXURE-K
BID FORM
(To be attached with Section-VII A)

To
The General Manager Telecom District, Koraput,
Door Sanchar Bhawan,
Koraput-764020.

Dear Sir,

1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding the Cost of specified Performance Bank Guarantee of the contract sum for the due performance of the Contract.

4) We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.

7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY) : _____

b. Signature of (Bidder or authorized signatory): _____

c. Name (Bidder or authorized signatory) : _____

d. Duly authorized to sign the bid for and on behalf of bidder _____
(In case of authorization)

e. Witness

f. Address

Read understood complied and agreed

Signature of the bidder with date & seal

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED.

I, Shri/Smt
Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender are true and are exact copies of the original documents/certificates are available with me. I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of bidder /Authorised signatory

Date:

Name & Seal of the bidder

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Declaration-cum-undertaking for EMD/bid security/performance security**ANNEXURE-M**

(Format of undertaking/declaration to be given by the existing/past vendors of BSNL Odisha Circle towards emd/bid security/performance security Adjustment from pending bills)

To

The Dy.General Manager, BSNL Bhawanipatna, Pin 766001

SUB: Declaration-cum-undertaking towards EMD/bid security/performance security

Ref: Tender No: V-01/BPT/2020-21/01 Dated: 21.09.2020.

Name of work: E-Tender for Hiring of Multi Utility vehicles with valid commercial Permit for departmental use in the BSNL Telecom District, Bhawanipatna under GMTD, KORAPUT TELECOM DISTRICT

Sir,

I am submitting the following undertaking/declaration towards **EMD/ bid security/ performance security** adjustment from my pending bill amount at your end.

DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY/PERFORMANCE SECURITY

- 1) I/Wedo hereby submit an unconditional declaration cum undertaking that, I am a contractor of BSNL, Odisha Circle, Bhubaneswar(Vendor Code.....) fromto..... of SSA/Unit
- 2) That, I have not received payment from BSNL Odisha Circle amounting Rs..... (Rupees.....) against the submitted bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT.**(Supporting documents duly attested/certified by the concerned Accounts Officer (BSNL) of the BA/SSA essentially required and must be enclosed)**
- 3) That, I request you to consider an amount of Rs<**bid security/performance security**> (RupeesOnly) equivalent to Performance Security against T/E No. **ORBPTHUB 01** which may be retained out of the outstanding amount towards **EMD/ bid security/ performance security** without any interest or other liability on BSNL for a period of <**180 Days/Three YEARS**> against the terms and conditions for **EMD/ bid security/ performance security**.

IMPORTANT Enclosed: Certificate from Accounts Officer (BSNL) of the BA/SSA.....

Name of the Bidder
Address

Signature of the bidder
with date & seal

IMP: Please keep the relevant item(from **EMD/ bid security/ performance security**)among strike the irreverent items and submitted offline/online in lieu of the EMD in the checklist items. The **Certificate from Respective AO (Claims)** must be attached else the **DECLARATION-CUM-UNDERTAKING** will be rejected.

Read understood complied and agreed

Signature of the bidder with date & seal

Key Contractual Changes

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
1	Definition	'The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India
2	Definition	'For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable
3	Eligibility	For the purpose of this agreement, the supplier should: <ol style="list-style-type: none"> 1. Have a valid PAN No.; 2. Have a valid Goods and Services Tax Registration Certificate No. or mention as unregistered dealer; 3. File a self-declaration along with the evidence that the supplier is not black listed by GST authorities; 4. Intimate all GST registration number to BSNL, where supplier holds multiple GST numbers
4	Tax Clause	All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause __ above shall be borne by the supplier
5	Composition scheme	Where the supplier is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. Supplier shall not levy or impose taxes under GST on invoices.
6	Indemnity	It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal. In case of mismatch because of vendor's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliances to be adhered by supplier includes (but is not limited to) the following: <ol style="list-style-type: none"> (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice; (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
		<p>w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.</p> <p>BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments</p>
7	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL
8	Tax deducted at source	Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.
9	Reverse charge liability - Domestic procurement	Wherever domestic reverse charge is applicable on BSNL under GST Act, no tax shall be charged by supplier on invoice. It shall be the liability of BSNL to pay tax under reverse charge mechanism
10	Reverse charge liability - Unregistered supplier	It is specifically agreed between the parties that where the supplier is not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that supplier shall not charge tax on invoice
11	GST invoice	<p>It shall be the responsibility of supplier to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.</p> <p>Further the Supplier is required to comply following requirements</p>

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
		<p>w.r.t. issuance of invoice:</p> <ul style="list-style-type: none"> • All the details of supplier (name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice; • Invoice/DN/CN need to be issued timely within the time prescribed under GST law; • In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment; • It would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier; • Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise; • It shall be the responsibility of supplier to raise invoice within the prescribed timelines; • E-waybill number should be mentioned on the invoices;
12	Debit note	<p>The supplier acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit.</p> <p>Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>BSNL reserves the right to be indemnified for the credit loss by supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier</p>

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
13	Payment terms	<p>BSNL will make payment to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> 1. Invoice along with e-way bills; 2. Delivery challans; 3. Consignee Receipt (L.R); 4. Each equipment shall be accompanied by supplier certification confirming adherence to all standards for materials and workmanship quality. On copy of the same shall be sent by the supplier to state quality head / state operation heads for records; 5. Bill of materials; 6. Any other document as may be demanded by BSNL
14	Payment terms	Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas
15	Purchase order	<p>It is understood between the parties that supplier shall raise invoice basis purchase order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/ SAC codestated on PO, it shall be the responsibility of supplier to intimate BSNL well in advance.</p> <p>Further, in case supplier raises the invoice on an address other than agreed, it shall be the responsibility of the supplier to modify the invoice.</p>
16	Place of supply	For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.
17	Deficient Supply/ Incomplete supply/ Rejected supply	Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the supplier.

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
18	Advance payment	Where in terms of the agreement, BSNL pays advance amount to supplier for supply of goods/ services, it shall be the responsibility of supplier to issue GST compliant receipt voucher or such other document as may be prescribed to BSNL. Further supplier would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised
19	Discount clause	In cases where supplier is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between supplier and BSNL: 1. Situations in which discount would be allowed by supplier to BSNL (e.g. Value-based/ quantity-based discounts) 2. Basis and manner in which discount would be computed and allowed to BSNL 3. Deduction of such discount from the value of supply as per provision of GST Act
20	Compliance rating	Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL
21	E-way bill	It shall be the responsibility of supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-waybill requirement
22	Penalty	It is agreed by supplier that in case of any deviation, default or negligence on the part of supplier due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from supplier along with applicable GST tax (as may be applicable)
23	Liquidated Damages	GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
24	Set off	It is agreed that in case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier
25	Miscellaneous	1. Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month; 2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30 th September following the end of relevant financial year

-- End of Bid document of Tender No: V-01/BPT/2020-21/01 Dated 21.09.2020.----

Read understood complied and agreed

Signature of the bidder with date & seal

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Tender for Hiring of Vehicle