



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER

TELECOM DISTRICT, CUTTACK -753012

**E-Tender Document for Hiring of Light Commercial
vehicles and Multi-Utility Vehicles (Hard Top)**

For use of Cuttack SSA for

the year 2020-21

(TECHNICAL BID DOCUMENT)

NIT No : G-234/HV/19-2020/4

Dtd.20.08.2020

**Tender Paper Cost Rs. 1180/-
(Rs 1000+(18% GST) Rs.180)=Rs.1180**

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Read, understood, complied & agreed

Signature & seal of bidder with Date



SECTION-I

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the PRINCIPAL GENERAL MANAGER, Telecom Dist-Cuttack -753012 .

NOTICE INVITING TENDER

NO-G-234/HV/19-2020/4

Date 20.08.2020

E-Tender for hiring of light commercial Vehicles & multiutility vehicles (Hard Top) for use of Cuttack Telecom District

E-tenders are invited by the Principal General Manager, Telecom District, Cuttack from the prospective registered service providers recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm and having number of vehicles as stated in Section (II) in his/her own name or firm's name .The firm should have experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum 2(two) number of vehicle regarding satisfactory performance of the contract on hiring of vehicles. The vehicles will be deployed at different places of Cuttack Telecom District(within the area of Kenderapara,Jajpur,Jagatsinghpur and Cuttack revenue District) for a period of 1 (One) year with an option of extension for another one year.

Sl.No.	Item	Particulars
1	Tender Notice No & date	NIT No : G-234/HV/19-2020-/04 Dtd.20 .08.2020
2	Tender item	Providing of light commercial multi utility vehicles for use of Cuttack Telecom District.
3	Estimated Cost	Rs 63,27,360/ (Rupees Sixty three lakhs twenty seven thousand three hundred sixty)only
4	EMD	Rs 1,26,547 /- (Rupees one lakhs twenty six thousand five hundred forty seven) only
5	PBG	Rs. 3,16,368/- (Three lakhs sixteen thousand three hundred sixty eight only)
6	Tender Document can be downloaded from date	http://odisha.bsnl.co.in/new-tender.html or https://etenders.gov.in/e procure/app 23.08.2020 from 17.00 Hrs
7	Date of receipt of queries from bidders	From 26.08.2020 to 13.00 Hrs of 29.08.2020
8	Reply of queries by BSNL	Before 18.00 Hrs of 30.08.2020
9	Last Date of Submission of Tender	14. .09.2020 up to 12.00 Hrs
10	Date & Time of Opening of Tender (Technical Bid only)	15 .09.2020 at 15:00Hrs
11	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as per the Section-I, Para 2(b)
12	Cost of Tender paper	Tender paper cost is Rs.1180/-. The cost of Tender paper to be paid through online Banking/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as per the Section-I, Para 2(b).
13	Type & number of vehicles required on hiring basis	Indigo/Swift Dzair/Honda Accent/Bolero/sumo/ or equivalent to MUV. Approximate requirement of vehicle is 15(fifteen) nos with Model- 2014 onwards & the number of vehicle may vary at any time during the period of contract

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 website and/ or e-Tender Portal and/ or CPPP Portal/ Gem Portal (if applicable).

Note-1: The Tender document shall not be available for download on its submission /closing date.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Note-2:- The Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or www.odisha.bsnl.co.in and to be submitted in the e format.

(3) Physical copy of tender documents would not be available for sale

(a).The tender document shall not be available for download from e-tender portal on its submission / closing bids. The Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> & 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 Para2(b).

Read, understood, complied & agreed

Signature & seal of bidder with Date

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- (b) The cost of EMD and cost of Tender paper can also be paid through online Banking/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as per the following details.

Name & address of the Bank and Branch	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	agmplgbsnlck@gmail.com
Contact No	0671-2304440, 9437960466
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GMTD Cuttack with validity for a period of Six Months from the date of opening

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of <https://etenders.gov.in/eprocure/app>

- (c) 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 <https://etenders.gov.in/eprocure/app> 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 Website (<https://etenders.gov.in/eprocure/app>) as per Annexure – E of Section VII.
3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4.(a) The bidder should have a valid experience certificate of an amount **Rs.22,14,,576/(Rupees Twenty two lakhs fourteen thousand five hundred seventy six)only** taken together during the financial year **2017-18, 2018-19 & 2019-20** before the date of NIT from a competent authority of any unit of PSU / any Central Govt. Department / any State Govt. department or any reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least **02 (Two) , diesel/ CNG** driven commercial vehicles such as Non-AC Indigo or Swift Dzire, Jeeps Sumo, Bolero or equivalent etc. Experience certificate in this regard is to be issued by an officer not below the rank of **Deputy General Manager or equivalent.**
- (b) The documents as listed out in Section VI should be uploaded in the E-Tender Portal.
5. BSNL has adopted e-tendering process which offers a unique facility for „Public Online Tender Opening Event (TOE) BSNL Tender Opening Officers as well as authorized representative of bidder 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 at the **1st Floor, Room No – 201(A), Door Sanchar Bhawan, Link Road Cuttack -753012** where BSNL Tender Opening Officers would be conducting Public Online Tender Opening Event(TOE).

Read, understood, complied & agreed

Signature & seal of bidder with Date

6. The MSME bidders are exempted from payment of cost of tender paper and bid security(EMD)
- (a). A proof regarding valid registration with body specified by Ministry of Micro , Small & medium enterprise for the tendered items will have to be attached along with the bid.
 - (b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - (c) MSE unit is required to submit its monthly delivery schedule.
 - (d) If a vender registered with body specified by the Ministry of Micro, Small & medium enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work / contract by BSNL for one year from the date of issue of such order.
7. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
8. Principal General Manager Telecom District, Cuttack 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.
9. 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.
10. All statutory taxes as applicable shall be deducted at source before payment.
11. The Bidders / Authorized representative are required to produce Power of attorney in original on the date of opening the bid.

DGM (Admn)
O/o PGMTD, BSNL, Cuttack

Read, understood, complied & agreed
Signature & seal of bidder with Date

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SECTION-II

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

A) DEFINITIONS

- (a) **“The User” means the PGMTD, BSNL, Cuttack , Orissa Circle, acting on behalf of CMD, Bharat Sanchar Nigam Limited.**
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Contractor”** means the individual or firm providing vehicles under the contract.
- (d) **“The Service”** means the supply of vehicle which the contractor is required to provide to the user under the contract.
- (e) **“The letter of intent”** means the intention of the user to place the work order on the bidder.
- (f) **“The work order” means the order placed by the user on the contractor signed by the user including all attachments and appendices there to and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the document.**
- (g) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) SCOPE OF TENDER:

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

Terms and Conditions:

- 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 President of India and represented by the PRINCIPAL GENERAL MANAGER Telecom District, Cuttack.
- 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 Engineer- in- Charge 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) “Site Engineer” means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whom the contractor will provide the requisite number of vehicles on monthly basis as per actual requirement of concerned site Engineer.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

1(f) "Engineer In-Charge" means the controlling DE/AGM/CAO of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer"

1(g) "E-Tender Portal" means the website " https://etenders.gov.in/eprocure/app" who is providing e-Tendering solution to BSNL.

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

1. Name of the Work: Providing light commercial vehicles and multiutility vehicles (Hard top) in jurisdiction of PGMTD, Cuttack and within the state of Odisha as and when required.

2. Estimated cost of the tender is approximately Rs 63,27,360/ (Rupees Sixty three lakhs twenty seven thousand three hundred sixty)only

3. NIT No: G-234/HV/19-2020/04

Dtd.20.08.2020

3A. GST Compliance

- (i) The bidder should submit valid GST regn certificate or mention as unregistered dealer as per GST act.
- (ii) A self declaration that the bidder is not blacklisted by GST authorities
- (iii) In case the supplied get blacklisted during the tenure of contract then any loss suffered by BSNL will be recovered from the bill / security money.
- (iv) If the bidder has multiple GST number then all such numbers will be provided.
- (v) The bidder should submit correct HSN / SAC codes, the bidder will be responsible for loss to BSNL owing to wrong furnishing of the HSN / SAC codes.
- (vi) The bidder should submit GST invoice / Debit & Credit Note as per rule.
- (vii) It would be responsible of the supplier to declare correct information of invoice and to file GST returns in time enabling BSNL to avail Tax credit. Any loss by BSNL for not complying GST provisions will be recovered from the bidder.

4. ELIGIBLE BIDDERS

The bidder should have a valid experience in providing light commercial vehicles and multiutility vehicles of an amount of **Rs.22,14,,576/(Rupees Twenty two lakhs fourteen thousand five hundred seventy six) only** taken together during the financial year 2017-18, 2018-19 & 2019-20 before the date of NIT from a competent authority of any unit of PSU / any Central Govt. Department / any State Govt. department or any reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least 02 (two), diesel/ CNG driven commercial vehicles such as Non-AC Indigo or Swift Dzire , Jeeps Sumo, Bolero or equivalent etc.. Experience certificate in this regard is to be issued by an officer not below the rank of **Deputy General Manager or equivalent.**

5. VALIDITY OF BID: The bid validity period is 180 days from the date of opening of the bid.

6. SECURITY

The successful bidder(s) will have to furnish security equal to 5 % of the estimated cost of the work before award of final contract to him by the competent authority, in the form FDR or

Bank Guarantee issued

By any Scheduled/Nationalized bank valid up to 30 (Thirty) months from the date of signing of agreement with BSNL duly pledged in favour of **AO(Cash), O/ o the PGMTD, BSNL, C u t t a c k .**

If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on proportionate basis as per decision of PGMTD, Cuttack.

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:

- a) Unsatisfactory service.
- b) Theft or misappropriation of articles of the BSNL by the bidder or his driver on duty.
- c) Damage caused to BSNL assets and damage/loss to store issued
- d) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
- e) Or all or some of the above.

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

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

9. The near relative of employees (either directly recruited or on deputation) of BSNL are prohibited from participation in this tender . 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-VII.

10. In case of any dispute arising out of the contract between the two contracting parties, the decision of the PRINICIPAL GENERAL MANAGER, Telecom Dist. Cuttack shall be final andbinding.

11. The PGMTD, Cuttack reserves the rights to increase/decrease or delete the scope of work without assigning any reason thereof.

12. The works against this tender will be executed under the overall control of the Principal GENERAL MANAGER Telecom District, Cuttack.

13. 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.

14. CLARIFICATION ON BID DOCUMENTS

- 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. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **up to 13:00 hrs of 14.09.2020** Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 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.

15. 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 VI**. 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 thatstage.
- b. Documents in original should be submitted for verification as required by the Tendering Authority.
- 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.

Read, understood, complied & agreed

Signature & seal of bidderwith Date

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- 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 avail / procure the services from any other source at the risk and cost of the defaulting bidder. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-M of Section-VII**.

16. 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 only 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.

BSNL Contact-1	
BSNL's Contact Person	Smt..Malti Murmu , AGM (HR&Admn), O/o PGMTD, Cuttack
Telephone& Mobile	0671-2305900 Mobile No. 9437283344
E-mail ID	agmhradminck@gmail.com , FAX No 0671-2367072
BSNL Contact-2	
BSNL's Contact Person	Sri Sanjit Dash, SDE (General), O/o PGMTD, Cuttack
Telephone & Mobile	Tel 0671-2367200 Mobile No. 8280219710
E-mail ID	sdecomputerctc@gmail.com

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.31 of this Section.

18. BID FORMS

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-VI of the same in e-Tender Portal.

19. BID PRICE

- (a) The bidder shall quote rates as per schedule given in Section VIII of financial bid for all types of vehicles given in the schedule of requirement and hire charges. The composite price should include all type of taxes, excluding service tax etc as applicable from time to time. However the basic unit price needs to be individually indicated against the supply under the contract.
- (b) The price quoted by the bidder shall remain fixed during the contract period and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non – responsive and rejected.

20. 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 VII should be given along with bid document.

21. A. BID SECURITY/EMD

- (a) The bidder must deposit the amount for bid security/EMD through Online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank as stated in section I of NIT only from any nationalized/scheduled bank as per Section-I para2(b).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible.
- (d) A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT 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 Deposit @ 5% of estimated costs of tender, or
- (b) The successful bidders do 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;
- (c) Performance Security :
 - (I) The successful bidder shall be required to deposit an amount equal to 5% of estimated cost of tender within 2 weeks of conveying BSNL's intention for accepting the bid as performance security.
 - (II) Performance security shall be submitted in the form of performance Bank guarantee valid for 30 (thirty) months issued by the scheduled Bank (located within Odisha) as per the proforma provided in annexure –F of the bid document.
 - (III) Performance security will be discharged after successful completion of service provider's performance obligations under the contract.
 - (IV) If the service provider fails to neglect any of this obligation under the contract it shall be lawful for BSNL to forfeit either whole or part of performance security furnished by the bidder as compensation for any loss resulting for such failure.

22. 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.

23. PREPARATION & SUBMISSION OF BIDS:

D) Contents of the Bid:

The bid contains three parts –

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online / RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank & Power of attorney (If applicable) have to be uploaded in the e- Tender Portal of <https://etenders.gov.in/eprocure/app>

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section VI 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 BIDS:

- 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 that is 12:00 Hrs of 24.08.2020
- 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 each individual bid which is to be uploaded in the e-tender portal.
- d. The Bidder can bid through the user-id allotted to him by <https://etenders.gov.in/eprocure/app> in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- e. If any one of the document required to be submitted as referred is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. The BSNL may, at its discretion, extend this 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.

24. 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.

25. 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, i.e., dated 15.09.2020 at 15:00 Hrs. 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 VII. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (c) 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.
- (d) 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.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.
- (f) The bidder shall bear all costs associated with preparation and submission of bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

Read, understood, complied & agreed

Signature & seal of bidder with Date

26. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor / organization) can attend the Tender Opening Event (TOE) at “**Room No – 201(A), 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack 753012**”, where BSNL Tender Opening Officers would be conducting through online e-Tender at **15:00 Hrs. on 15.09.2020**. If due to administrative reasons, the date and venue of e- Bid opening is changed, same will be displayed prominently in the notice board of the e-TenderPortal.

27. 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 bids 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 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.
- (f) The tendering authority reserves the right to verify the original documents prior to opening of Financial Bid.

28. 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) The financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- (e) Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders as per the norms given below. In case the approved bidder is unable to provide the required no's of vehicles, BSNL can hire vehicles satisfying the vehicle specification in the tender from open market from individual vehicle owners at the approved rate.
- (f) In case of equality in quoted rate the L-1 bidder will be chosen on the basis of experience.

Read, understood, complied & agreed

Signature & seal of bidder with Date

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil
Four Bidders	40 %	30 %	20 %	10 %	Nil
More than four bidders	40%	In the inverse ratio of their evaluated quoted prices			

29. 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.

Read, understood, complied & agreed
Signature & seal of bidder with Date

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 tenderer who quote the lowest rate (as mentioned in financial bid) will be accepted.
- 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 Cuttack Telecom District and other Telecom Districts of Odisha Telecom Circle.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of PGMTD Cuttack in this regard shall be Final and binding.
- f) However if any of the contractor is not doing the work after issue of work order by AGM(HR&Admn) O/o PGMTD Cuttack then PGMTD,Cuttack reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

30. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer 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 date of deposit of PSD in this office. In the event of failure of the tenderer 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) in the form of BG (Bank Guarantee) or EMD as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

31. VALIDITY OF THE CONTRACT.

- i) The contract shall be valid for one year from the date of signing of the contract.
- ii) The PGMTD, Cuttack reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 25 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency PGMTD Cuttack reserves the right to increase the contract period to another 1 year with 50% enhancement of estimated cost.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work in same terms and conditions of agreement and has to submit additional PBG for extended period.

32. PREPARATION & SUBMISSION OF BILL

Each claim bill of contractors must accompany the following documents: -

- 1. Xerox copy of log book of vehicle duly signed by the site in-charge and counter signed by concerned Engineer In charge DE / AGM / CAO

Read, understood, complied & agreed
Signature & seal of bidder with Date

33. 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 PGMTD, Cuttack shall be final and binding on all concerned.

34. 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 above shall be binding and the bidders shall have to accept them in writing along with tender.

35. The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

36. Termination of Contract by BSNL

(a) BSNL may without prejudice to any other remedy for breach of contract 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.

(b) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.

(c) 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.

(d) Notwithstanding 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.

(e) The PGMTD, Cuttack 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.

(f) 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.

37. 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.

38. 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.

39. 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 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.

40. Arbitration:

- a. 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 PGMTD Cuttack 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 PGMTD Cuttack 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 Cuttack of BSNL, Odisha 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. Contractor 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 thereof or any rules made thereof.

- b. The venue of Arbitration proceeding shall be Office of PGMTD Cuttack , BSNL Door Sanchar Bhawan , Link Road, Cuttack or such other place as the arbitrator may decide.
- c. 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.

41. Set Off: (Recovery of some due)

- a. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- c. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

42. REJECTION OF BID

The bid will be rejected in case of:-

- i. Non-submission of required documents as per Section VI.
- 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 28 (c)

43. 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 labourers 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.
 - d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- 44.** In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding government of India/Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any concerned bidder bid of the tenderer will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned bidder.

45. VERIFICATION OF DOCUMENTS AND CERTIFICATES:

The tendering authority will verify the genuineness and correctness of all documents and certificates including experience/performance certificates, issued / submitted either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender conditions, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tampered/manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG / EMD) of the bidder would be forfeited and bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case, the contract has already awarded to the bidder then PBG would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the ordered goods and service 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.

I have gone through the terms and conditions thoroughly and convey my acceptance in full.

Read, understood, complied & agreed

Signature & seal of bidder with Date

46. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are e-tender portal centric and for e-tenders invited by the Principal General Manager Telecom District, Cuttack of Odisha Circle only.

A. General:

- a. Submission of Bids only through online process is mandatory for this tender conducting electronic Tendering Authority is using the e-Tender portal (<https://etenders.gov.in/eprocure/app>).
- 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 VI**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
 - 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
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

Read, understood, complied & agreed

Signature & seal of bidder with Date

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>]. _

E. Registration

To use the Electronic Tender[®] portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

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

NIC HELPDESK	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)
BSNL CONTACT DETAILS.	
BSNL's Contact Person	Sri Sanjit Dash, SDE (General), O/o GMTD, Cuttack, Tel 0671-2367200 Mobile No. 8280219710 between 10:30 hrs to 18:00 hrs

47. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDERDOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and <https://etenders.gov.in/eprocure/app upto 18:00> Hrs of 14.09.2020 which will be treated as final. **It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.**

The bidder has also to upload the scanned copy of the documents as per checklist of section VI during uploading of the bid in E – format and the cost of the tender paper and EMD through online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank before the closing time of the closing date.

a. Special Note on Security of Bids in 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 Tender's software. 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-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.

b. 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 enhance 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 (<https://etenders.gov.in/eprocure/app>).

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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, 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 Bidders 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

Vendors may contact the <https://etenders.gov.in/eprocure/app> Helpdesk personnel in the given number of cPPP portal ([https://etenders.gov.in /eprocure/app](https://etenders.gov.in/eprocure/app) helpline number 1800 233 7315 for any type of assistance/help, which they may require while uploading the bids.

SECTION - III
SCOPE OF WORK

The Bidder is required to provide light commercial vehicles and multiutility vehicles fully conforming to RTA/RTO regulation along with the cost of fuel, driver, other running and repairing charges etc and carryout periodical maintenance and execute the work through their Supervisor.

The work includes supply of vehicles on Monthly Slab Rate based on BSNL's requirement. This tender is floated for monthly hire slabs like running up to 1500 KM, 2000 KM , 2500 KM & 3000 KM in a month in various sections/units under the PGMTD jurisdiction.

(NOTE: The Bidders responding to this NIT may quote for the said slab. The Bidder is required to quote for Hiring slab running of 1500, 2000, 2500 & 3000 KMs in a month.)

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

(NOTE: The Bidders responding to this NIT should quote both PLAN-I & PLAN-2).

PLAN – 1

(Scheduled Works) Monthly KM Hire Slab:-

As per monthly requirement, the vehicles will be requisitioned. The Monthly KM hire slab on which Indigo/Swift Dzair /Bolero / MUVs are required and the estimated number of vehicles to be **hired per Month** are tentatively indicated below;

Monthly hire slab	Maruti swift desire / Indigo / Honda Ascent diesel driven Non AC Commercial Vehicle	Bolero / Sumo diesel driven Non AC Commercial Vehicle	Total
1500 KM / per month	9	6	15
2000 KM / per month			
2500 KM / per month			
3000 KM / per month			

PLAN – 2

(Non-Scheduled Works) Daily Time –KM Hire Slab:

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

Daily Hire slab	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle	Bolero / Sumo diesel driven non - AC commercial vehicle
A	B	C
4 Hrs--40 Kms	Occasional	Occasional
8 Hrs– 80 Kms	Occasional	Occasional
10 Hrs – 100 Kms	Occasional	Occasional

The Tables shown in PLAN 1 & 2 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work

Note: -

- The bidders are also required to quote for all hiring slabs indicated in the respective slab in the financial bid.
- The rates are inclusive of all charges i.e. it includes the cost of driver, fuel, lubricants, mtce cost, taxes if any etc, but excluding GST and parking fee/toll fee etc.
- The requirements of vehicle are for different places of Cuttack SSA. The number of vehicle may vary at any time during the period of contract by PGMTD, BSNL, Cuttack; Moreover PGMTD, Cuttack reserves the right to vary the scope of work without assigning any reason thereof. The number of such requirement may not exceed maximum 25% of the above estimated quantity.

Read, understood, complied & agreed

Signature & seal of bidder with Date

SECTION -IV

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is to supply on demand the commercial vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Cuttack SSA under PGMTD. Cuttack and within the state of Odisha as and when required. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service. The contractor (Employer) must pay to each and every motor driver (Skilled labourer) employed by him for each and every commercial vehicle on applicable daily minimum wages rates for skilled labourers as circulated from time to time by Dy. CLC (Central) , Bhubaneswar so as to ensure the compliance of minimum wages Act – 1948.
2. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However, BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Section IV of tender document.
3. **Allotment of vehicles:** Allotment of vehicle to different site in charges or sections purely lies with PGMTD, Cuttack. Decision of PGMTD, Cuttack in this regard is final and binding on all the bidders.
4. **Duty Hours of vehicles** are normally for ten hours per day on all working days of month excluding Sunday and National Holidays or as per actual requirement within the prescribed limit fixed. However actual duty hours shall be specified by actual users of vehicle. Vehicle will halt at night at outstations if required and night halt charges as applicable can be claimed by the contractor. Except vehicle used by PGMTD Cuttack , AGM(Trans) , Cuttack & SDE(Trans), Cuttack OT is restricted to 15 hrs in a month for all other vehicles .In case of emergency the vehicle can be utilized in Sunday and National Holidays, with prior approval of PGMTD, Cuttack . The vehicle owner is not allowed to use the vehicle for any other commercial purpose after duty hours. If vehicle used for any unlawful purpose the vehicle supplier will be responsible for the consequence.
5. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice. Vehicle allotted to one unit/station can be changed and will be allotted to other unit/section within the Telecom. District depending upon the requirement. Notice for change of station / unit will be given at least 15 days in advance and will be effective from first day of the following month.
6. **Reporting Place for vehicles** is within the jurisdiction of Cuttack SSA under PGMTD Cuttack. Actual place of reporting shall be specified by users of vehicles.
7. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered per day between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
8. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and BSNL/PGMTD, Cuttack reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices

Read, understood, complied & agreed

Signature & seal of bidder with Date

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- (iii) **Documents of vehicles-** The attested/self attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny. All the commercial vehicles should be insured.
- (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
- (v) **Govt.Tax / Levy / Duty** other than Service Tax for the vehicles will be borne by the Service Provider.
- (vi) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- (vii) **Drivers** attested/self attested copy of driving license (light motor vehicle) should be submitted during the contractual period.
- (viii) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (ix) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (x) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure - M**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xi) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xii) **Multi-utility Purpose-** If the department wants to take some stores to be transported, those stores to be Transported by MUV.
- (xiii) Unused KMs if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the fixed ceiling limit for the vehicle allotted to the site In charge.

9. Debarring Conditions:-

- i) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or deputation are prohibited from participation in this tender.

- ii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract. If meter tampering is proved then a penalty of Rs 1000/- (Rupees one thousand) only on each occasion will be levied.
- iii) Any misbehavior of bidder to officers of BSNL will be viewed seriously, will subject to lead termination of contract at any stage.
- iv) Service Provider shall not engage any person below 18 years of age.
- v) If at any point of time it is found that the contractor has provided other vehicle than the allotted vehicle to the site in-charge as per the work order without prior approval of PGMTD, Cuttack, the contract with the bidder will be cancelled.
- vi) No vehicle should be supplied having registration in the name of an employee of BSNL or their close relative and certificate to this effect should be given on the body of the bill while submitting claim.

10 BSNL will not have obligation:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- (iii) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.150 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of PGMTD Cuttack would be final.
- (v) **Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Tax, Model, Registration, commercial etc.**
- (vi) Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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SECTION – V
GENERAL (COMMERCIAL) CONDITIONS

Bidder's Eligibility conditions:- bidder must submit attested/self attested copies of the following documents with the technical bid of the tender document :-

The bidder should have at least minimum 2 (two) commercial vehicles either in his / her / company's own name or on lease hold on or before the date of NIT of model not older than year **2014 onwards**. Vehicles should be registered as commercial in his name or in the name of company or lease holding for use as commercial as mentioned in preceding sentence. The proof of ownership in respect at least 2 (two) of commercial vehicles either owned or on lease hold should be submitted along with the Technical bid. The bidder should have a valid experience certificate of two year for an amount **Rs.22,14,,576/(Rupees Twenty two lakhs fourteen thousand five hundred seventy six)only** taken together during the financial year 2017-18, 2018-19 & 2019-2020 before the date of NIT from a competent authority of any unit of PSU / any Central Govt. Department / any State Govt. department or any reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least 02 (TWO) diesel/ CNG driven commercial vehicles such as Non-AC Indigo or equivalent cars, Jeeps Sumo,Honda Accent, Armada, Marshall, Bolero or equivalent etc. 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 or equivalent duly countersigned by an officer not below the rank of DGM will also be considered. Attested/self attested copy of firm registration, partnership deed in case firm is partnership firm and affidavit from notary in case of sole proprietary firm must be submitted Copy of PAN card. Copy of valid service tax registration certificate./ GST Regd certificate. If GSTIN not obtained, undertaking to this effect may be given to submit the GSTIN.Affidavit issued by notary on stamp paper regarding declaration of no near relative employed in BSNL.Affidavit issued by notary on stamp paper for declaration regarding not blacklisted firm and firm is not debarred. In case of self attested copies, the concerned bidder should produce original when called for by the committee.

2. Right to Accept or Reject:

BSNL shall not be bound to accept the lowest or any tender and reserves the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BSNL.

3. Right to vary quantities

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

4. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 36 of section II** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

5. Terms of Payment:

The payment shall be made within 30 days from the date of receipt of the bills in the office of PGMTD, Cuttack . Monthly bills in respect of vehicles engaged on monthly basis or daily basis shall be submitted in duplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 15th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. The bills should be submitted in duplicate to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed. In case the vehicle engaged on monthly basis is to be discontinued as per BSNL during the month, the bill is paid on actual basis, as per terms & conditions.

6. Clause by clause compliance.

A clause- by - clause compliance of service to be provided shall be given as per Scope of Work U/S III and General & Commercial Conditions U/S-II &IV. In case of deviation a statement of deviation shall be given.

7. Duration / Period of Contract:

Normally contract will be awarded **for 1 (one) year**. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

8. Variation in tender cost- BSNL reserves the right to increase upto 50% in emergent case only with proportionate variation in tender period. The PGMTD, Cuttack reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 25 % of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons thereof. In exigency PGMTD Cuttack reserves the right to increase the contract period to another 1 year with 50% enhancement of estimated cost.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

9). **The bid security will be forfeited.**

- i) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently ; or
- ii) If the bidder does not accept the APO / AWO and / or does not submit PBG & sign the contract / agreement.

Note : The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner , as applicable. Performance Security will be discharged after completion of Service Provider's performance obligations under the contract. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

10. **Termination for insolvency**

BSNL may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

11. **Insurance**

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.

12. **Prices:**

The rates should be on monthly basis. The KM slabs for monthly hire shown in **Scope of Work in Section-III**. The rate for extra per Hour detention and extra per km running is to be indicated in the above cases. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid. In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

- 12.3 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

13. **Price Revision:**

No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

Increase or decrease in Diesel during the month =

Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)

Average KM per litre of Diesel consumption (KMPL)

(Note:- The Base Rate of Diesel is the prevailing rate on the date of commencement of work / contract. The average KMPL in case of Indigo /Honda Ascent/ Maruti Swift Dzire / SX4 diesel/ Honda Amaze is 15 KMPL & 12 KMPL for Bolero/ Sumo both petrol & diesel driven.

The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

- 14 Arrear bills if any due to increase in fuel price is to be settled through supplementary bills to be submitted by the contractor. The supplementary bills is to be supported with proof of fuel price prevailing on 1st March of Month.

SECTION-VI
CHECK LIST / REQUIREMENTS

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

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all the pages of bid document duly signed with seal and date and the documents submitted with bid document by the tenderer or Authorized Person.			
2	Self-Attested Photo copy of PAN Card and IT return for (latest 2yrs) financial year			
3	Self-Attested Photo copy of Experience Certificate as per Annexure-N			
4	Self Attested Photo copy of the computerized receipt (Online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled/ Nationalized Bank) towards cost of Tender Document			
5	Self attested Photo copy of the computerized receipt (Online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled/ Nationalized Bank) towards cost of EMD/Bid Security			
6	Self-Attested Photo copy of valid Service Tax Registration Certificate / GSTIN.			
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 and signed. Annexure-G of section VII.			
9	Tenderer's profile duly filled in and signed. Annexure-I of section VII			
10	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
11	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable, Proprietorship deed or articles / memorandum of association as the case may be.			
12	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B. section VII			
13	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E. Of section VII.			
14	Self-Attested copy of Bid form duly filled in and Signed.			
15	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C of section VII			
16	Self-Attested copy of the Check list duly filled in			
17	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-K.			
18	Self attested photo copy of proof of payment of EPF & ESI for the last quarter before the date of NIT.			
19	Self attested copy of firm registration for doing transport business.			
20	Statement of Vehicle owned by the Bidder or lease hold with bidder not older than 2016 model onwards (RC book in case of own vehicle and RC with lease deed agreement in case of lease hold has to be submitted)			
21	Copy of valid road tax paid receipt of the vehicles (own / on lease)			
22	Copy of valid vehicle insurance policy & Pollution certificate of vehicles (own / on lease)			
23	Copy of valid taxi permit of vehicle (own / on lease)			
24	Copy of valid fitness certificate of vehicle (own / on lease)			

Read, understood, complied & agreed

Signature & seal of bidder with Date

B.

Sl. No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid quoted in e-Tender Portal.			
3	Whether the corrections, if any, has been encircled and fresh entry mode 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 through online/ RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			

SECTION-VII

FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Undertaking
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: TENDERER'S PROFILE
9.	ANNEXURE-I: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
10.	ANNEXURE-J: BID FORM
11.	ANNEXURE-K:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
12.	ANNEXURE-L : Experience Certificate
13.	ANNEXURE-M : Format of duty slip
14.	ANNEXURE-N- List Of Authorities
15.	ANNEXURE-O- Hire Order Not debarred / Blacklisted
16.	ANNEXURE -P Not debarred / Blacklisted Declaration of Non tampering of tender
17.	ANNEXURE -Q Declarations about non tampering the tender document.
18.	ANNEXURE -R statement of vehicle owned by the bidder or lease hold
19.	ANEXXURE-S Vendor Master form
20.	ANNEXURE- T Creation of Customer ID for Tender

Read, understood, complied & agreed

Signature & seal of bidder with Date

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Annexure-A

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of _____ 2020 between M/S _____
_____ (herein after called the Service
Provider whose term includes its successors and assignees) whose registered office is at
_____ And _____ is
registered under _____ and _____ acting
through its authorized official Sh. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and
assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001
and acting through its authorized office GMTD Cuttack at Cuttack . The Service Provider will
provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms
and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service
Provider" has deposited Rs.....(Rupees.....) as interest free Performance
Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties
to these present as followings.

1. The Service Provider shall during the period of this contract, that is to say from.....
to _____ or until this contract is determined by such notice as herein after mentioned, will
provide commercial vehicles not older than model 2014 onwards , on the rates accepted as described in
schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid
by the Service Provider to the authorities on account of the services rendered by him to BSNL. This
reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider.
It is agreed by the Service Provider that number of vehicles required is likely to change and may be
demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents
contained which are part and parcel of this agreement and forms integral part of this
agreement and also the following.
3. The authorities of BSNL indicated in Annexure-p shall place an order for their requirement on
the official Hire order form Annexure-Q(herein after called Hire order) and will receive
acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the
Service Provider will supply vehicles to these authorities on regular basis until such time the
contract is valid and the parties in agreement are satisfied with the performance of the
contract.

Read, understood, complied & agreed
Signature & seal of bidder with Date

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 2014 onwards **model** and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Section-V, Clause (5) of the Bid document to General Section of PGM TD office Cuttack on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued the local Central / State govt. office competent to issue such cards as per Section-IV, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered per day between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part and action deemed fit as per clause (36) of Section II of Bid Document.
10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section IV of Bid Document.
11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis on monthly hire slab. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

Read, understood, complied & agreed

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Signature & seal of bidder with Date

In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.

The penalty for absence during extra Hour duty will be Rs.150 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100per hour of absence.

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. 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 PRINCIPAL GENERAL MANAGER, Cuttack would be final. Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal 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.

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.

12.1 Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Model & Type, Tax, Registration ,commercial etc.

13. The Bid Document No. NIT No: G-234/HV/19-2020-21/4, Dtd.20.08.2020, schedules annexure/appendix which are annexed to this agreement shall form part and parcel of this Agreement and integral part of this agreement.

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

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

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

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

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Company Act 1956 and clause (9.) of Section-II of the Bid documents of this agreement. A certificate to this effect is annexed to this agreement as Annexure-D.

Read, understood, complied & agreed

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Signature & seal of bidder with Date

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty will be viewed seriously. Such incidents shall be viewed seriously, leading to cancellation of contract.
20. Any type of misbehavior by the driver on duty or the bidder to BSNL officers will be viewed Seriously and may lead to termination of contract. Decision of PGMTD, BSNL, Cuttack in this regard is final not under prejudice.
21. Service Provider shall not engage any person below 18 years of age.
22. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses-12 of Section-V of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Diesel and these variations shall be worked out from the base rate as per formula indicated in Clause -13 of Section-V of Bid Document.
23. The KMs not used during a particular month shall be carried over to the subsequent two months and extra KMs if any traveled during these two months will be adjusted against these unused KMs. Maximum limit up-to 1500 KM for all the vehicle. In exigency if vehicle used beyond 1500 KM
24. Except for vehicle of PGMTD, Cuttack, AGM (Trans), Cuttack and SDE (Trans), OT is limited for 15 Hrs for all other vehicles.
25. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT, Odisha Telecom Circle, Bhubaneswar of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGMT, Odisha Telecom Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT, Odisha Telecom Circle, Bhubaneswar of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the 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 CGMT, Odisha Telecom Circle, Bhubaneswar of BSNL at Bhubaneswar or such other place as the arbitrator may decide.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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24. If the Service Provider institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.
25. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by him and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
26. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix -V duly attested/self attested by a Magistrate / Executive Magistrate.
27. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:
28. The base rate of diesel for which this contract will be Rs..... and Rs.....respectively.
29. Approved rate schedule

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

DGM (ADMN)

BSNL, O/o PGMTD, Cuttack

Tel :

Henceforth any notice / letter will be served in above address / fax / email.

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

Signed
For and on behalf of the BSNL
Name (caps)
Position
Date
In the presence of Witnesses

Signed
For and on behalf of the Service Provider
Name (caps)
Date
In the presence of Witnesses

1

1

2

2

Read, understood, complied & agreed
Signature & seal of bidder with Date

UNDERTAKING(ANNEXURE-B)

This deed of undertaking executed on this..... day of Two thousand and
by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust,
Society etc.) S/O residing at..... on behalf of said
M/s(Name of the Firm, Company, Trust, Society, etc.)having
its office at..... and duly authorised to sign, file and verify present
undertaking by the said.....(Name of the Firm, Company,
Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking
having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local
office at.....hereinafter called BSNL) (which
terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S BSNL invited bids forI/We participated in the bidding
process and emerged as successful bidder with respect to Tender No.....
I/ We acknowledge that I/We.....have fully understood
and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and
unconditionally undertake and declare that :

(i) I/ We --- shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status
etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/
employees engaged by me / us in the past and during the course of performance of the contract with
BSNL.

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers,
Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments,
damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating
to:

Read, understood, complied & agreed

Page 39

Signature & seal of bidder with Date

Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

-Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

OR

-Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the.....

Day.....Month ofYear .

Date:

Place:

(Signature:)

Name :.....

Designation:.....

WITNESS :

1_____

2_____

Read, understood, complied & agreed

Signature & seal of bidder with Date

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 _____

Sign of Tenderer _____

Date _____

Name of the tenderer _____

Read, understood, complied & agreed

Page 41

Signature & seal of bidder with Date

Annexure-D

Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use SSA/Unit, vide No: NIT No : G-234/HV/19-2020/4, Dtd. 20.08.2020 as required under Section-IV , clause (8) of Bid-Documents)

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

Signature of the bidder

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.

Signature of the Tenderer

Name of the Contractor

(Capacity in which signing)

Place:

Date:

Read, understood, complied & agreed

Page 42

Signature & seal of bidder with Date

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 <https://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.

Place _____

Sign of Tenderer _____

Date _____

Name of the tenderer _____
(Along with date & Seal)

Read, understood, complied & agreed

Page 43

Signature & seal of bidder with Date

PERFORMANCE SECURITY BOND

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Performance guarantee

Whereas PGMTD, BSNL, Cuttack

R/o(hereafter referred as BSNL)
Has issued an APO no. Dated/...../2020
awarding the work of.....
To M/s.....
R/O (here after referred to as
bidder) and BSNL has asked him to submit a performance guarantee in favour of
AO (Cash), BSNL, O/o PGMTD, Cuttack of Rs...../-
hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter
referred to as “ Validity Date”)

Now at the request of the bidder, we
Bank.....Branch
Having.....
(Address) and Regd. Office address as.....
.....
(herein after called “ the Bank”) agreed to give this guarantee as hereinafter contained :

2. We “ the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligation there-under , the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank Shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

1. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the power exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

Read, understood, complied & agreed

Signature & seal of bidder with Date

6. Notwithstanding anything herein contained ;
 - a) The Liability of the Bank under this guarantee is restricted to the P.G. amount and it will remain in force up to its validity date.
 - b) The guarantee shall stand completely discharged and or rights of the BSNL under this guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands any money under this Bank guarantee, the same shall be paid through Banker Cheque in favour of “ AO (Cash), BSNL, Cuttack , payable at Cuttack .
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the bank have authority to give this guarantee under its delegated power.

Place

Date..... (Signature of Bank Officer)

Rubber Stamp of the Bank

Authorized Power of Attorney number.....

Name of the Bank Officer.....

Designation.....

Complete Postal Address of Bank.....

.....

Telephone Number

Fax Number.....

Read, understood, complied & agreed

Page 45

Signature & seal of bidder with Date

BID SECURITY BOND

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

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

THE CONDITION of the obligation are:

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

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

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank Name

Signed in Capacity of Signature of Witness

Full Address of Branch

Name of Witness

Tel. No. of Branch

Address of Witness

Fax No. of Branch

Read, understood, complied & agreed

Page 46

Signature & seal of bidder with Date

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To
Bharat Sanchar Nigam Ltd.

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

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

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

I.

II.

Alternate Representative

Signature of bidder

Or

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

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

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

Read, understood, complied & agreed

Page 47

Signature & seal of bidder with Date

Passport size
Photograph (To be
pasted) of the
Bidder / authorized
Signatory holding
Power of Attorney
with signature on the
front side of Photo
graph overlapping
the form

Annexure-H

TENDERER'S PROFILE

1. Name of the individual bidder /firm.....
2. Name of the person submitting the tender whose photograph is affixed
Shri Smt
- (In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)
3. Address of the individual bidder /firm
.....
.....
4. Tel. Nos. with STD code (O)(Fax) (R)
.....
Mobile No Email ID
5. Registration & incorporation particulars of the firm :
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) 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 of Proprietor/ Partner / Directors
7. Contractor's Registration Certificate details :
 - a) Category
 - b) Number
 - c) Issuing Authority
 - d) Issued on
 - e) Valid up to
8. Bidder's bank, its address and his current account number
9. PAN & Income tax circle
- (Please attach a copy of PAN Card)

I / We hereby declare that the information furnished above is true and correct.

Place :

Date :

Signature of Bidder/Authorized signatory

Name of the Bidder

Seal of the Bidder

Read, understood, complied & agreed

Signature & seal of bidder with Date

Annexure-I

**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE/
ELECTRONIC FUND TRANSFER**

To

The Principal General Manger
Telecom District. Cuttack .753012

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by
Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl#	Item	Details
1	NAME OF THE CONTRACTOR / FIRM	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	BANK ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

I hereby declare that the details furnished above has been verified by me and found to be correct.

DATE : _____

SIGNATURE OF SUPPLIER / BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our record

Signature of Bank Manager with Bank seal and date

TEL NO _____, Fax No _____

Original copy signed by Bank officer with seal to be submitted.

Signature and seal of the bidder

Read, understood, complied & agreed

Signature & seal of bidder with Date

BID FORM

(To be attached with Section-VII A)

To
The PRINCIPAL GENERAL MANAGER TELECOM
DISTRICT, CUTTACK -753012 .

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 onus.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding 5% 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 of 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 <https://etenders.gov.in/eprocure/app> 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 & agreed

Signature & seal of bidder with Date

**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 (tender for hiring of light commercial vehicles and multi utility vehicles (Hard –Top) for use in Cuttack Telecom District for the year 2020-21) 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_____

Sign of Tenderer_____

Date_____

Name of the tenderer_____ (Along with date & Seal)

Read, understood, complied & agreed

Signature & seal of bidder with Date

FORMAT FOR ISSUE OF EXPERIENCE CERTIFICATE

TO WHOM IT MAY CONCERN

This is to Certify that, has supplied the vehiclefor the year..... of an amount Rs. (Rupees only). The service rendered by this supplier is without any complaint and is satisfactorily.

*Signature of the Officer
(Not below the rank of DGM)*

Read, understood, complied & agreed

Signature & seal of bidder with Date

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No

Date.....

(to be filled by contractor)

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

(to be filled by user)

4. Purpose of Journey (detail).....
5. Places visited.....
6. Meter Reading at Starting Point..... at closing Point
7. Total KMs Run.....
8. Time at Starting Point..... at closing Point
9. Extra Detention Hours (beyond duty Hrs.).....
10. Charges for Parking/Toll Tax etc
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

Annexure-N

B.S.N.L

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

The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract From _____ To _____

Name of SSA _____ **Name of Circle** _____

Sl.No	Name of Unit	Address	No of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-MI	Allotted KMs

Signed _____
(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Read, understood, complied & agreed

Page 54

Signature & seal of bidder with Date

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____ (the Service Provider) and _____, the Authority (the BSNL)

Order details

BSNL's order number _____ Service Provider's reference _____
 Name of Hiring unit _____
 Name of SSA _____
 Designation of authority hiring _____
 Delivery address _____

Vehicle details

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

Hire details

Vehicle delivery date _____ Period of hire (months) _____
 Monthly hire charge Rs. _____
 Contracted monthly mileage _____ Kms

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

Read, understood, complied & agreed

Page 55

Signature & seal of bidder with Date

DECLARATION-II

I/We hereby declare that my/our firm has/have not been declared debar for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Cuttack Telecom District Cuttack .

Signature of Tenderer

Name of the Tenderer

(Capacity in which signing)

Station:

Date:

Read, understood, complied & agreed

Page 56

Signature & seal of bidder with Date

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.odisha.bsnl.co.in>” or <https://etenders.gov.in/eprocure/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 _____

Sign of Bidder/Authorised Signatory
Name _____

Seal of the Bidder _____

Read, understood, complied & agreed

Page 57

Signature & seal of bidder with Date

ANNEXURE-R

STATEMENT OF VEHICLES OWNED BY THE BIDDER OR ON LEASE WITH BIDDER.

BIDDER'S NAME:

COMPANY'S NAME:-----

Details of "OWNED OR ON LEASE" Vehicles of model not older than 2015 onwards .or newer in our fleet of Operation as on date:									
SL. NO.	Commercial Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (/ Tata Indigo/Honda Ascent / Swift DZire/ Sumo/ Bolero / SX4/Honda Amaze or equivalent commercial vehicles etc Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance & Pollution
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Declaration:

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

Read, understood, complied & agreed

Signature & seal of bidder with Date

ANNEXURE-S
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, issued of TDS certificates, C Form for CST purchase etc)

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email_Id :

(Mandatory for E-tendering)

Name of Contract Person : Mobile No.

Contact Details

PAN :

GST reg no :

LST (Local VAT reg No) CST Reg 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

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner

Payment

Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name

Type of Account : Saving (1) Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

(Enclose a blank Cheque/a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status

Micro/SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
 2. I/We here authorize BSNL to deduct bank charge applicable for such direct bank payments.
- Note:
1. If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 2. If Excise Registration/GST Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever applicable.
 3. If Bank particulars are not provided, the payment will be made by Cheque only.
 4. 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 – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code
------------	-------------------------	------------------------------	-----------------

ANNEXURE-T
CREATION OF CUSTOMER ID FOR TENDER

Company Name & postal address with PIN Code	
Contract No.	
Email id	
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Read, understood, complied & agreed

Signature & seal of bidder with Date



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

**OFFICE OF THE PRINCIPAL GENERAL
MANAGER TELECOM DISTRICT (BSNL)
CUTTACK**

SECTION-VIII

BID DOCUMENT
(FINANCIAL)

**E-Tender Document for Hiring of Light Commercial
vehicles & Multi-Utility Vehicles (Hard Top)
for use of Cuttack SSA, for the Year-2020-21**

NIT No: - G-234/HV/19-2020-21/4

Dtd. 20.08.2020

Tender Paper Cost

Rs. 1000/- (Rs 180+18% GST)

Read, understood, complied & agreed

Signature & seal of bidder with Date

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FINANCIAL BID

NIT No : G-234/HV/19-2020-21/4

Dtd. 20.08.2020

A: (Name & Address of the Purchaser or BSNL Authority)

Dear Sir,

1. Having the conditions of contract and services to provide of commercial vehicles, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges (Rate schedule)** attached herewith and made part of this Bid.

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

3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% 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 of any time before the expiration of that period.

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

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this.....Day of2020.

Signature of.....
In capacity of.....

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

Witness.....

Address.....

Signature

Encls: Schedule of Requirement & Hire charges (attached with financial bid on next page as a **Section - VIII**)

Read, understood, complied & agreed

Page 63

Signature & seal of bidder with Date

SECTION-VIII
FINANCIAL BID

SCHEDULE OF REQUIREMENT AND HIRE CHARGES (RATE SCHEDULE)

Table - (A) (Scheduled Works): Monthly KM Hire Slab:

Sl.No.	Item Description (Hiring of light commercial and multi utility vehicles for using in Cuttack Telecom Dist.)	Quantity	Monthly hiring charges per vehicle In Figures to be entered by the Bidder Rs. P	TOTAL AMOUNT In Words
1	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 1500 KM per month	1.000		
2	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 2000 KM per month	1.000		
3	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 2500 KM per month	1.000		
4	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running up to 3000 KM per month	1.000		
5	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 1500 KM per month	1.000		
6	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 2000 KM per month	1.000		
7	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 2500 KM per month	1.000		
8	Bolero / Sumo diesel driven non - AC commercial vehicle running up-to 3000 KM per month	1.000		
9	For each Extra KM run per month for Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle running beyond prescribed limit. Per extra kms RS.		Rate quoted for extra kms Rs.	
10	For each Extra KM run per month for Bolero / Sumo diesel driven non - AC commercial vehicle running beyond prescribed KM per month		Rate quoted for extra kms Rs.	
6	Detention charge beyond duty hours for all types of vehicles for each extra hour for all purpose.		Rate quoted for detention charges Rs.	
7	Night Halt charges for all types of vehicle		Rate quoted for night halt Rs.	

Read, understood, complied & agreed
Signature & seal of bidder with Date

TABLE-B (Non scheduled works):- Daily Time-Km Hire slab

Time Km hire slab	Maruti Dzire / Indigo / Honda Accent diesel driven Non AC commercial Vehicle Quoted Rate with figures & words per vehicle per daily Time-KM	Bolero / Sumo diesel driven non - AC commercial vehicle Quoted Rate with figures & words per vehicle per daily Time-KM
4hrs 40kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....
8hrs 80kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....
10 hrs 100kms	Rs.in figures..... Rs.In words.....	Rs.in figures..... Rs.In words.....

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

Note- 2: Quoted rates for hiring charges shall be inclusive of fuel charges, drivers payment besides other consumables etc.

Note-3: Km stands for Kilometer.

Note:- 4: The actual quantity under the hire Time –Km- hire slabs will be intimated in work order after finalization Tender as per the requirement as and when required. The bidder should quote the rates for all the slabs in all type of vehicles which he can provide on receipt of the work order.

Read, understood, complied & agreed
Signature & seal of bidder with Date