



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

E-Tender for Hiring of Cars and Multi Utility vehicles with valid commercial permit for departmental use in the Telecom District, Balangir

Tender No: E-160/18-19/2 Dated:26/03/2019

Office of the Telecom District Manager
Balangir - 767 001

E-Tender Portal of M/s ITI Ltd. - www.tenderwizard.com/BSNL

Cost of tender paper: - Rs.590/- (Rupees Five Hundred Ninety only)

Total number of Pages: 38

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SECTION-I

No. E-160/18-19/2

Dated at Balangir the 26.03.2019

NOTICE INVITING TENDER

E-tenders are invited by TDM, Balangir from the prospective registered service providers / contractors for providing Non AC Diesel run Multi Utility Vehicles /Car of model not older than 01/04/2014 in Balangir Telecom District for a period of one year with an option to extend for another six months. The vehicles will be deployed at different places of Balangir Telecom District.

The bidder should have financial turn over during the last seven financial years (2012-13 to 2018-19) as per the details furnished below in supply of commercial vehicle to any PSU/Central/State Govt.offices.

- (i) Turn over in any one financial year for at least 80% of estimated cost.
- (ii) Turn over in any two financial years for at least 50% of estimated cost in each financial year.
- (iii) Turn over in any three financial years for at least 40% of estimated cost in each financial year.

Experience certificate in this regard is to be issued by an officer not below the rank of Dy.General Manager or equivalent.

Schedule to the invitation of tender:-

Sl.No	Item	Particulars
1	Tender Notice No & date	E-160/18-19/2 Dated 26/03/2019
2	Tender item	Hiring of Vehicles (Indica or Similar type of vehicle)/ MUV (Sumo/ Marshal/ Bolero) (Approx.07 numbers) not older than 01-04-2014 having up to date insurance & PUC certificate.
3	Tender Document can be downloaded from date	From 10.00 Hrs of 05/04/2019 To 15.00 Hrs of 04/05/2019
4	Date of receipt of queries from bidders	Up to 14.00 Hrs of 12/04/2019
5	Pre-Bid Meeting	11.00 Hrs of 16/04/2019
6	Reply of queries by BSNL	Before 17.00 Hrs of 25/04/2019
7	Last Date of Submission of Tender	Up to 15.00 Hrs of 04/05/2019
8	Date & Time of Opening of Tender (Technical Bid only)	At 11:00 Hrs of 06/05/2019
9	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper can be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
10	Cost of Tender Form	Rs.590/- (Rupees five hundred ninety only) - Non- Refundable The payment will be accepted as mentioned in Sl. No. 8 above.

Note-1:

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

Note-2:

- a) The Tender document can be downloaded from the website www.odisha.bsnl.co.in/balangir or www.tenderwizard.com/BSNL following the Link for Tenders through E-Procurement by BSNL and to be submitted in the e-format.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have

downloaded the tender document from the website to keep themselves abreast of such amendments before on line submission of the tender document.

- b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

Name of Bank	UNION BANK OF INDIA,Balangir
Accounts Name	Accounts Officer (Cash), BSNL, O/o TDM Balangir
Account Number	614001010050014
I FC Code	UBI N0561401
Address of Bank	Radha rani Pada, H R Choudhury Tower, Balangir -767001
MI CR Code	000026000
Mail I d :	tdmbgr08@rediffmail.com
Contact No	94372 31599

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document has to be uploaded in the e-Tender Portal of M/s ITI.

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

Note 4:

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

- 1) **Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. service provider organization) can attend the TOE at the Conference Hall, 1st Floor, Door Sanchar Bhawan, Balangir 767001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 2) Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
- 3) TDM, Balangir reserves the right to reject any or all tender bids without assigning any reason thereof. TDM, Balangir is not bound to accept the lowest tender.
- 4) The bidders shall furnish a declaration **vide Annexure F** under their digital signature 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 (www.tenderwizard.com/BSNL).
- 5) In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 6) All statutory taxes as applicable shall be deducted at source before payment.

Note-5: Tender I nformation:-

1	Type of tender :	TWO Stage bidding- e tender.
2	Bid Validity Period / Validity of bid Offer for acceptance by BSNL :-	180 days from the tender opening date .

Note-6: The scanned documents as listed out in Annexure -E should be uploaded in E-Tender Portal.

Note -7: The MSME bidders are exempted from tender paper cost & bid security on production of requisite proof in respect of valid certification from MSME for the tender item.

TDM
BSNL, Balangir

Section-II
Scope of Work

Name of the Zone	No. of Vehicle	Type of Vehicle	Monthly Km Hire Slab	Estimated cost in Rs	EMD in Rs
Zone-I (Balangir)	3 Nos.	Non-AC Multi Utility Vehicle	2000Km	35,00,000/-	70,000/-
	1 No.	Non-AC Car	2000Km		
Zone-II (Sonepur)	1 No.	Non-AC Multi Utility Vehicle	2000Km		
Zone-III (Titlagarh)	1 No.	Non-AC Multi Utility Vehicle	2000Km		
ZONE-IV (Patnagarh / Kantabanji)	1 No.	Non-AC Multi Utility Vehicle	2000Km		

Note:-

1. The model of vehicle to be supplied should be on or after 01.04.2014.
2. The quantity of vehicles stated above are estimated and BSNL reserves to vary the quantity to the extent of -25% to + 25% of specified quantity at the time of award of contract without any change in unit price or other terms & conditions.
3. Non AC Multi Utility Vehicles (models such as Non-AC Sumo, Marshal & Bolero Plus etc.)
4. Non AC Car (Indica, Indigo etc)

SECTION-III

GENERAL (COMMERCIAL) CONDITIONS

INTRODUCTION

DEFINITIONS:

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

SERVICES TO BE PROVIDED

1. **Services to be provided are given in Section-VI .**

2. Eligible Bidders

- a) The bidder should have valid & authenticated certificate from Govt. of India /State Govt. as Tourist Transport operator / Registered under Companies Act / Registered under Shops and Establishment Act / Registered as firm / Proprietorship / Any other category.
- b) The bidder should furnish EMD & cost of bid document.
- c) The bidder should have GST registration certificate in the firm/bidder's name, as applicable under GST rule.
- d) The bidder should have financial turn over during the last **seven financial years (2012-13 to 2018-19)** as per the details furnished below in supply of commercial vehicle to any PSU/Central/State Govt.offices.
 - (i) Turn over in any one financial year for at least 80% of estimated cost.
 - (ii) Turn over in any two financial years for at least 50% of estimated cost in each financial year.
 - (iii) Turn over in any three financial years for at least 40% of estimated cost in each financial year.Experience certificate in this regard is to be issued by an officer not below the rank of Dy.General Manager or equivalent.
- e) The bidder should have PAN card of the firm/individual and furnish Income Tax return for the financial year 2017-18 i.e. assessment Year 2018-19.
- f) The bidder should furnish Certificate of no near-relatives in BSNL as per Section-VIII .
- g) The bidder should furnish Letter of Authorisation for attending bid opening as per Section X
- h) Bidder should produce proof of ownership or lease holding of at one vehicle not older than **01.04.2014** (model). - (RC Book in case of ownership & RC book with lease deed agreement in case of lease holding has to be submitted)..
- i) The bidder should submit a declaration that the firm will be able to supply commercial vehicles of not earlier than 01-04-2014 for the required number of vehicles as per Section II vide Annexure-B
- j) The bidder should furnish Bid form as per Section -VII .
- k) The bidder should furnish information Sheet as per section XI .

- l) The bidder should furnish Undertaking & declaration as per format at Section: - XII .
- m) The bidder should submit partnership deed or articles and memorandum of association as the case may be.
- n) The bidder should sign with dates on all pages of bid document & the documents submitted with the bid document.
- o) The bidder should furnish Clause by clause compliance- Annexure-C, duly filled and signed.
- p) The bidder should furnish Declaration of Non - tampering of tender document vide Annexure-D, duly filled and signed.
- q) The bidder should submit the Check list vide Annexure-E.
- r) Declarations for downloading the tender document vide Annexure F.
- s) Attested copy of the Schedule of requirement vide Section XIV
- t) The Power of Attorney as yhe case may be.

Note: - Originals should be produced for verification before award of the contract.

3. Cost of Bidding

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

4. Bid Document

4.1 Bid document includes:-

- a. Notice Inviting Tender -Section-I
- b. Scope of order - Section-II
- c. General (Commercial) of the contract-Section-III
- d. Special conditions of contract if any - Section-IV
- e. Financial bid- Section-V
- f. Instruction to Bidder - Section-VI
- g. Bid form :- Section-VII
- h. Certificate of non-participation of near relatives-Section VIII
- i. Agreement for vehicle hire- Section-IX
- j. Schedule of Requirement Section - XIV
- k. Letter of authorization to attend bid opening. Section-X
- l. Information sheet- Section-XI
- m. Undertaking & Declaration:- Section-XII .
- n. Performance Security Bond Form: - Section-XIII

4.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

4.3 CLARIFICATION OF BID DOCUMENTS;

4.3.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or at the Tendering authority's mailing address indicated

in the Invitation for Bids. The Tendering authority shall respond in the e-portal to any request for clarification of the Bid Documents, which it receives **before 14hrs of 12/04/2019**

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

5. The scanned Documents as given in Annexure - E (Check List) are to be uploaded in the e-tender portal of ITI

Note-1 Originals should be produced for verification before the award of contract.

Note-2: - If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

5.1 (a) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates issued 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.

(b) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the participated bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or 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 awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/annulled and BSNL would be at liberty to procure the awarded goods and services from any other source at the risk and cost of the defaulting bidder .Action would also be taken for banning business dealing with the defaulting firm.

6. Amendment to bid document

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

6.2) Amendments, if any, to the tender document will be notified in the 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.

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

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

ITI / BSNL- Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585 , between 10:30 hrs to 17:00 hrs E-mail: twhelpdesk404@gmail.com
BSNL Contact-1	K Singh, AGM (CM-Admn), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail :agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	S M Alisha, SDE (Admn), O/o TDM, BSNL, Balangir Mob: 9437178855, E-Mail: sdeusobgr@gmail.com LL 06652-232199

7. **Preparation of Bids.**

Documents comprising the bid

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

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
 - a) Documentary evidence established in accordance with Clause 2 and 5 of Section-III that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form Section VII
 - c) Tenderer's Profile Section - XI
 - d) Tender paper cost
 - e) Bid Security
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "PRICE SCHEDULE" (Section-V)

8. **Bid Forms.**

The bidder shall completely fill in & sign the Bid form as per **Section VII** and submit along with tender document in the e-tender portal.

9. **Bid Price.**

- i. The supplier shall quote price as per schedule given in **section V** for all types of vehicles given in the schedule of requirement. The unit price should include all type of Taxes as applicable except GST. However, the basic unit price needs to be individually indicated against the column in the financial bid. The GST will be paid extra as per rates applicable from time to time.
- ii. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price/conditional rate quotation will be treated as non-responsive and rejected.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance.**

A clause- by - clause compliance to all the terms & conditions of the tender document is to be submitted by the bidder. In case of deviation a statement of deviation shall be given.

11. **Bid Security**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS.
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.

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

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 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;
12. **Format and signing of bid.**
- 12.1 The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- 12.2 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the bid shall be signed by the person or persons signing the bid.**

13. **Submission of bid :-**

Contents of the Bid:

The bid contains three parts -

Part A: The First Part should contain the uploading of

- i. EMD/ Bid Security
- ii. Cost of tender document
- iii. Power of attorney in original (If applicable).

Part B: The Second part relates to uploading of scanned documents required for Technical Bid 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 **15:00 Hrs of 04/05/2019.**
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. 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 refer to the deadline will thereafter be subject to the extended deadline.
14. **LATE BIDS, MODIFICATION AND WITHDRAWAL OF BIDS:**
- 14.1 After the Locking Time, no bidder can submit the bid.
- 14.2 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- 14.3 No bid shall be modified subsequent to the deadline for submission of bids that is **15.00 hrs of 04/05/2019.**

15. **BID OPENING & EVALUATION**

OPENING OF BIDS BY TENDERING AUTHORITY:

- 15.1 The bids will be opened in two stages. At 11.00 Hrs on 06/05/2019, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. The bidders can view the opening details after the purchaser opened them.
- 15.2 A maximum of ONE representative of any bidder shall be authorized and permitted to attend the bid opening.
- 15.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- 15.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 15.5 Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.
- 15.6 Opening date and time of Financial bid will be notified in the website.
- 15.7 **Place of opening of Tender bids:**
Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at Conference Hall, 1st Floor, Door Sanchar Bhawan, Balangir -767001, where BSNLs Tender Opening Officers would be conducting through online e-Tender.

16. PRELIMINARY EVALUATION:

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

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 16**.

- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in **Section V** of the Bid Documents **excluding GST**.
- 17.4 Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- 17.5 The tender shall be evaluated by a committee to be appointed by the TDM, BSNL Balangir. The Committee shall decide its own criterion of evaluation of tenders. The criterion decided by the committee for evaluation of the tender shall be final and binding on all the concerned.

18. CONTACTING THE TENDERING AUTHORITY:

- 18.1 Subject to **Clause 4.3**, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. Award of Contract

Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **2** weeks of issue of letter of intent, give his acceptance along with performance security. **The tendering authority shall have the right to keep more than one contractor.**

Performance Security

The successful bidder shall be required to deposit an amount equal to 5% of the estimated costs Performance Security valid for 18 months. Performance Security shall be submitted in the form of Bank Guarantee or DD/BC/BD issued by a scheduled Bank. Performance Security will be discharged **after 3 months of** completion of contractor's performance obligations under the contract. If the contractor 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

20. Right to vary quantities

BSNL will have the right to increase or decrease up to 25% of the quantity of vehicles specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of the contract.

21. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder. The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of deposit of PSD in this office. The agreement will be executed subject to confirmation of the submitted PBG from the concerned bank. In the event of failure of the

tenderer to sign the agreement within 14 days of after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

22. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 19 & 21 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security /PSD in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

23. **Period of validity of bids**

- (i) The bid shall remain **valid for 180 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.
- (ii) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify his bid and the bid security will also be suitably extended.

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

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

25. The correction/modification, if any, in the tender document will be uploaded in the website i.e. www.tenderwizard.com/BSNL up to 17.00 hrs of 25/04/2019 which will be treated as final. The amendments if any will not be published in the Newspaper.

26. **Rejection of Bid:-** The bid will be rejected in case of :-

- i) Non-submission of document as per clause 2 & 5 of Sec III.
- ii) Bid quoted with conditional rate/adjustable price
- iii) Non-submission of bid security
- iv) Late submission of bid
- v) Non-acceptance of correction of price clause

27. **PAYMENT TERMS**

- i) The payment would be made to the contractor within 30 working days from the date of receipt of a bill in triplicate forwarded to the controlling authority (specified in the work order). The bills shall also be accompanied with a pre-receipt duly stamped to facilitate early payment. The copies of GST paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment otherwise bills will not be paid and the paying office will not be responsible for delay in payment.
- ii) The controlling authority is to verify the correctness of the bill as per the Log book specifically maintained for this purpose and the calculation thereof and give a certificate to the effect that the service provided by the contractor during the month was satisfactory and no complaints received.
- iii) The controlling authority is to forward Two (2) copies of the bill & attested copy of log Book maintained for this purpose along with his certificate to the competent authority (specified in

the work order) for necessary pass and effecting the payment. The triplicate copy will be retained by the controlling officer as his Office copy.

- iv) No advance payment is admissible.
- v) Payment will be made by Account Payee cheque /RTGS. The collection charges for encasing, if any will be borne by the contractor but not by the tendering authority.

Deduction of Income Tax at applicable rate will have to be made from contractor's bill for credit to Central Govt. current rate of TDS is as applicable from time to time. Necessary certificate indicating the particulars of bill and amount of Income Tax deducted will be issued by the "Drawing and Disbursing Officer" on receipt of application from the contractor. Deduction of Income Tax shall be made on the cost of the Diesel consumed also.

28. **PENALTY:**

- (a) In case the contractor fails to comply with any of the terms and conditions of the contract, a suitable penalty shall be imposed on the contractor by TDM, Balangir authority.
- (b) Proportionate deduction of amount will be made for unsatisfactory work. In addition penalty may be imposed as per decision of TDM, Balangir authority.
- (c) In case of theft or damage caused by personnel of the contractor penalty as deemed fit will be imposed.

29. **VALIDITY:**

- (a) The rates quoted in the tender will have to remain valid throughout the contract period.
- (b) On execution of agreement with the successful tenderer the contract will remain valid for one year from the date of signing of the contract. **The contract can be extended up to six months by TDM, Balangir in interest of service which can be further extended for another six months with extension of PBG.**
- (c) **The estimated cost of the tender may be enhanced up to 50% of the estimated cost of tender in interest of service in the event of extension of agreement period.**

30 **Termination of Contract**

- (a) BSNL without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months notice in writing to the service provider.
- (b) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL.
- (c) If the contractor fails to perform any other obligation (s) under the General & Special Conditions of the contract.
- (d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the service provider.
- (e) Notwithstanding anything contained herein, TDM, Balangir reserves the right to terminate the contract at any stage or time during the period of contract, by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

31. **Termination for insolvency**

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.

32 **Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

33. **Arbitration**

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 TDM, Balangir of Odisha of Bharat Sanchar Nigam limited (BSNL) of Odisha 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 TDM, Balangir or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the TDM, Balangir 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 there of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of TDM, Balangir or such other place as the arbitrator may decide.

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.

34. **Set Off**

- 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.

35 E-tendering Instructions to Bidders

The instructions given below are ITI" e-tender portal centric and for e- tenders invited by TDM, Balangir only.

General

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

a. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
– View response to queries posted by BSNL, through addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS –
11. Opening of Financial-Part (Only for Technical Responsive Bidders)

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

Note 1:

It is advised that all the documents to be submitted (See clause 2&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:

While uploading the documents, it should be ensured that the file name should be the name of the document itself

b. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be

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

c. Registration

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. TDM, Balangir has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

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

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585 , between 10:30 hrs to 17:00 hrs E-mail: twhelpdesk404@gmail.com
BSNL Contact-1	K Singh, AGM (CM-Admn), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail :agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	S M Alisha, SDE (Admn), O/o TDM, BSNL, Balangir Mob: 9437178855, E-Mail: sdeusobgr@gmail.com LL 06652-232199

36. Some Bidding related Information for this Tender

The entire bid-submission would be online on ETS. Broad outline of submissions are as given in Annexure E (Check List).

37. The bidder has to upload the scanned copy of the above documents during uploading of the bid in E-format.

38. Special Note on Security of Bids

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

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

39. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and

Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS.

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

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

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

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

40. **Other Instructions**

For further instructions, the vendor should visit the home -page of the portal

(<https://www.tendewizard.com/BSNL>).

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS

(There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end

1. Computer System with good configuration (Min P IV,1GB RAM,Windows 7) □
2. Broadband connectivity. □
3. Microsoft Internet Explorer 6.0 or above □
4. Digital Certificate(s) □

41. **Vendors Training Program**

Vendors may contact the ITI Helpdesk personnel given in clause 4 of Section II , for any type of training/help, which they may require while uploading the bids.

SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

1. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
2. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non- executive employees working in **BSNL** (name of unit) & executive employees (also called Group-A & Group-B officers working in **BSNL** (name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)& brother's wife, sister(s) & sister's husband(brother-in-law).
6. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
8. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
9. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.

SECTION - V
(Financial Bid)

Sl. no.	Hire Charges for 1500Km. per vehicle per Month (Rs) (Including fuel, mtce. & driver charges)	
	Non AC Car	Non AC Multiutility Vehicle
	A	B
1	In Figure :	In Figure :
	In Words :	In Words :

Sl No	Description	Non AC Car		Non AC Multiutility Vehicle	
		In figure (Rs)	In words (Rs)	In figure (Rs)	In words (Rs)
1	For extra KM beyond 1500KM, per KM Charge				
2	Detention Charges beyond duty hour, per hour				
3	Night Halt Charges				

Note:

- 1) "L-1" will be decided on the basis of Monthly hire charges per month for 1500 Km. (including fuel) plus charges for extra 500 Kms. as quoted by the bidder above. Detention charges/Night Halt charges quoted by L-1 will be accepted or negotiated.
- 2) Type of Vehicles to be provided -
 - i) Non AC-Multi Utility Vehicle → like Tata Sumo, Marshall, Bolero etc.
 - ii) Non AC Car like Indica, Indigo etc.
- 3) GST shall be paid extra as per prevailing rates for that GST registration number must be quoted on each claim bill.
- 4) Detention charges will be paid only when the vehicle is actually used for work, in case of halt during night, or else only night halt charges will be paid.

I/We have read the terms and conditions of the tender documents, fully interpreted and accepted into the terms and conditions of the tender. I/We have made my/our signature keeping in view of those terms and conditions.

Name
Address

Signature of bidder in full
With date

SECTION - VI
INSTRUCTIONS TO BIDDER

1. **Service** – Supply of commercial vehicles on demand with licensed drivers, on hiring basis for running within the jurisdiction of TDM, Balangir. The essence of the contract is to provide prompt punctual, efficient, safe, courteous and quality service
2. **Period of contract** - Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period up to six months if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates.
3. **Quantity** - Estimated number of vehicles to be hired is 7(seven), however it should be clearly noted that BSNL should place the order only as per the actual requirement from time to time.
4. **Duty Hours** - Ten hours per day on all working days of month except Sundays /Weekly Off days. However actual hours to be deployed shall be specified by users of vehicles. In case of requirement, the vehicle has to be provided on Sunday & weekly off will be provided in the following week
5. **Notice Period**
 - I) For regular requirements one day in advance.
 - II) Telephonic intimation shall be considered as notice.
6. **Reporting** - Any place within the jurisdiction of **TDM, BSNL, Balangir**. Actual place of reporting shall be specified by users of vehicles
7. **Counting of Distance** - From starting point of user and the closing at the point where user completes his travel
8. **Accuracy of Meter** - The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness at any time at his sole discretion.
9. **Penalties**
 - (i) In case of break down, vehicles have to be replaced by another immediately within one hour. In case of non-supply of suitable vehicle a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
 - ii) In case of non-supply of vehicles penalty of Rs.200/- Per day shall be imposed in addition to deduction at pro-rata basis for that day.
 - iii) In case of non-supply of vehicles during extra hrs. Penalty of **Rs. 300/-**per occasion shall be imposed.
10. Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
11. No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
12. Payment of any Govt. tax or duty for plying the vehicles **in TDM, BSNL, Balangir** unit will be liability of contractor.

13. Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.
14. Intending bidder should arrange issue of proper Identity Cards to the driver of the vehicle after verifying the antecedents of his drivers thro' Local Govt. offices.
15. **Consumables** – Consumables like diesel, lubricant, tyres, battery and repairs, maintenance, taxes, insurance etc. will be borne by the service provider.
16. The rates will be finalized for Calendar month .But, the payment will be made proportionately for the number of days for which the vehicle is used by the controlling officer that is (Monthly rent/no of days of that month)*no of days the vehicle used.
17. **Detention / Night Halt / Over time** - The vehicle may be deployed in any place within the jurisdiction of TDM, BSNL Balangir. In case detention of the vehicles at any particular station other than the headquarter is required due to night halt, the night halt amount will be paid .The duty will be treated as terminated at the end of journey at the out station. The normal duty of the vehicle will start form 09:00 AM to 07:00 PM, beyond 07:00 PM extra hours will be paid as per the approved rate for 3 Hours and beyond that Night halt will be charged. Detention charges will be paid only when the vehicle is actually used for work, in case of halt during night, or else only night halt charges will be paid
18. The vehicle should always be provided in good & trouble free running condition.
19. Vehicles upkeep shall be in good conditions along with good and clean seat covers.
20. The vehicle is to be maintained by the contractor at his own cost. The tendering authority will not be liable for any payments to the contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/contractor to report with Police and other administrative authorities.
21. All the cases including those filed in the court of law due to breach of normal traffic rules or due to accident, labour dispute etc. is to be defended by the contractor himself and no extra amount will be paid by the BSNL in this regard.
22. The contractor will have to always maintain valid vehicle Registration Certificate, Insurance papers, PUC, Tax payment documents etc. to avoid any kind of tussle with any other Government agencies en-route or at any time and should submit its photo copies duly Self attested. The original of these documents will always be made available with the driver while running the vehicle.
23. . The vehicle should have a valid Taxi license.
24. The vehicle should not be used outside the jurisdiction of TDM, BSNL Balangir unless the programme is approved by TDM, Balangir. The Contractor should have a Telephone in Office and residence.
25. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. The BSNL shall not be liable to pay any extra amount for his night halt.
26. The driver should be literate of M.E. standard or above, obedient, disciplined, well dressed and well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the Driver from these normal requirements, the contractor will be required to replace the Driver with a new one.
27. The driver is to maintain a separate Logbook for this purpose for signing by the Users, which

would be produced to the Department Controlling Authority (to be specified in the Work Order) for verification as and when required.

28. The driver will report for duty to the Controlling Authority (to be specified in the Work Order).

29. Debarring Conditions:-

- I. No sub-contracting of the service allotted is permissible.
- II. Tampering of meter readings, Usage timings, overwriting of Log book and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- III. Service provider shall not engage any person below 18 years of age.
- IV. No vehicle should be supplied having registration in the Name of any employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim. Also the vehicles must not be registered as private vehicles.

30. **Price Variation:-** No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 5%, such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula.

Increase or decrease in Diesel during the month =

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

(Note: - The Base rate of Diesel is the prevailing rate on the date of commencement of work/contract. The average KMPL is to be assumed as 12 KMs for Bolero Plus / Sumo etc and 16Kms for indica / indigo etc. If there is decrease in Fuel price, formula will indicate negative figure which means the deduction shall be done from the bill.

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

31. All requirements under law i.e. labour etc. will be the responsibility of the contractor

SECTION - VII

BID Form

To
The TDM, Balangir

From
(Complete address of Bidder)

Bidder Ref No. Dated

Ref: Your Tender enquiry No. E-160/2018-19/2 Dated 26/03/2019

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos.datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the commercial MUV /Car in conformity with conditions of contract and charges attached herewith and made part of the financial Bid.
2. Bid submitted by us is as per the guidelines / instructions given in the Electronic Tender System.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee or BC/BD/DD from a Scheduled Bank for a sum @ 5% of the estimated cost for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract in accordance of tender document.
7. Until an Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated thisDay of2019.

Signature

Name

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Signature

Name

Address

Section-VIII

CERTIFICATE OF NON-PARTICIPATION OF NEAR RELATIVES IN BSNL

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

Signature of tenderer
with date & seal

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

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

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister 's husband(brother-in-law).

SECTION-IX
AGREEMENT (Sample Format)

An agreement made this between TDM, Balangir hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: hiring of commercial multi utility vehicles & car for use in Balangir Telecom District for various departmental works. Details of Scope, Specification and Job Description are as per the details given in the original tender document no, E-160/2018-19/ dated .../... /2019

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms - conditions of the tender document.

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No E-160/2018-19/ dated / /2019 (along with its enclosures) annexed hereto and such other additional particular instructions as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required commercial MUV / Car vehicles and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the services provided by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to
6. Performance Security Deposit of Rs.....is furnished below:-
Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No. Dt..... of (bank)and it is valid upto Dt.....

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:
- Name/Address:
- Designation:

1. Signature:
- Name/Address:
- Designation:

SECTION X

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

To

The TDM, Balangir.

Subject - Authorisation for attending bid opening on _____ (date) in the
Tender of vehicle hiring in **TDM, BSNL, Balangir**, Odisha.

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

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

SECTION-XI
INFORMATION ABOUT TENDERER

(All the columns of this sheet are to be properly filled up and submitted)

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

1. Name of firm / Individual / Tenderer :

2. Name of proprietor/authorized person signing the tender:

(Submit proper authorization letter, if not proprietor)

3. Registration No. Of firm / License particulars:

4. Local Address of the tenderer in Balangir SSA:

5. Permanent Address / Registered Address:

6. Telephone No.(a) Office: _____ (b) Residence: _____

FAX No.: _____ Mobile No. _____

7. Income Tax PAN:

8. Bank A/C No. & Bank details:

9. Experience particulars:

10. GST Regn. NO.:-

Date :

Signature of Tenderer :

Place :

Section: - XII

UNDERTAKING

This deed of undertaking executed on this Day of Two thousand and..... by (Name of sole proprietor/Partner/Director/authorized representative ,the firm, company, Trust,Society,etc.).....S/O..... residing at..... on behalf of said M/s(Name of firm, Company, Trust, Society, etc.) having its office at and duly authorized to sign, file and verify present undertaking by the said.....(Name of the firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government Of India Undertaking having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, and local office at Door Sanchar Bhawan, BSNL Balangir wherein after called BSNL(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/s BSNL invited bids for.....I /we participated in the bidding process and emerged as successful bidder with respect to Tender no:- E-160/18-19/2 Dtd.26/03/2019 I /We acknowledge that I /We..... have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that ;

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.

I /We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to any breach /violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of workers/labourers engaged by the service provider in past and during the course of this contract.

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, instructions, etc.

DECLARATION

The tenderer hereby covenants and declares that all the information, documents, Xerox copies of documents/certificates enclosed along with the tender document are correct and if anything found false and/or any suppression of fact is detected at any time, tender will be terminated & EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I /We read and agree with all the terms and conditions, specifications included in the tender document & offer to execute the work at the rates quoted in the schedule. If I /We fail to enter in to the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

In witness whereof this undertaking has caused on the

Day..... Month of.....Year.....

Date:-

Place:-

(Signature.....)

Name:.....Designation:.....

Witness:-1:-.....

2 :-.....

SECTION-XIII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

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

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

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till TDM, Balangir certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

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

Dated the date

For (indicate the name of the Bank)

SECTION-XIV(SOR) SCHEDULE OF REQUIREMENT OF VEHICLES

Name of the Zone	No. of Vehicle	Type of Vehicle
Zone-I (Balangir)	3 Nos.	Non-AC Multi Utility Vehicle
	1 No.	Non-AC Car
Zone-II (Sonepur)	1 No.	Non-AC Multi Utility Vehicle
Zone-III (Titlagarh)	1 No.	Non-AC Multi Utility Vehicle
ZONE-IV (Patnagarh)	1 No.	Non-AC Multi Utility Vehicle

Annexure-ASTATEMENT OF VEHICLES OWNED / ON LEASE TO BE SUPPLIED BY THE BIDDER

Bidder's Name:-

Details of "Owned /leased " vehicles of five years old or less in our fleet of operation as on date of NIT:									
Sl. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type (Indica/Indigo/ /Sumo /Bolero/ Marshal etc. Please specify	Validity Details			
						Permit	Fitness	Road Tax	Insurance
01									
02									
03									
04									
05									
06									
07									
08									

Note: Use additional sheets if required.

Declaration:

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

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

Annexure-B

Declaration of supply of commercial vehicles

I,.....(authorized signatory) hereby declare that I shall supply commercial vehicles of not earlier than 01-04-2014 for the required number of vehicles as per Annexure-A.

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

ANNEXURE - C

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

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

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

Annexure-D

DECLARATION OF NON-TAMPERING OF TENDER DOCUMENT

I,.....(authorized signatory) hereby declare that the tender document submitted downloaded from the website "<http://www.orissa.bsnl.co.in/Balangir>" or www.tenderwizard.com/BSNL 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 :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

Annexure-E
Check List / Requirements for Bidder

Scanned 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 pages of Tender document signed with date and seal by the tenderer or Authorized Person			
2	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm or Proprietorship or Any other category .			
3	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper and EMD			
4	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable			
5	Experience certificate			
6	Self-Attested Photo copy of PAN Card & I T return for Financial Year 2017-18			
7	No near relative certificate duly filled in and signed by all the partners or Directors (as the case may be)			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)			
9	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
10	Self Attested copy of RC books / lease deed with RC Book for the number of commercial vehicles owned/leased			
11	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of not earlier than 01-04-2014			
12	Self-Attested copy of Bid form duly filled and signed. Section - VI I			
13	Self Attested copy of Tenderer's Profile as per Ssection XI.			
14	Self Attested copy of Undertaking & declaration as per format at Section: - XII .			
15	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable/ article of association or memorandum of Association in case of coproprietor ship deed (as the case may be)			
16	Self-Attested copy of Clause by clause compliance duly filled and signed.			
17	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.			
18	Self Attested copy of the Check list duly filled in			
19	Self Attested copy of Rates quoted in the Price Schedule as per SECTION V			
20	Self Attested copy of Declaration for Downloading the tender Document			
21	Self Attested copy of the Schedule of requirement vide Section XIV			
22	Undertaking to submit the RC Book, Road Tax Permit, Vehicle Insurance Policy, Taxi Permit, Fitness Certificate, lease deed etc. for those number of vehicles for which the bidder will be awarded contract at the time of signing of "Agreement for Hiring of Vehicles", if he doesn't possess that number of vehicles..			

Annexure-F

Declaration for Downloading the tender Document.

" I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.orissa.bsnl.co.in or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid"

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

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

ANNEXURE-G

UNDERTAKING TO SUBMIT VEHICLE DETAILS

I , Sri/Smt/M/s _____ (Name of the Contractor) do hereby undertake to submit VEHI CLE details for _____ number of VEHI CLES (MUV / CAR) as per ANNEXURE-A for which I /We will be awarded contact at the time of signing of "Agreement for Hiring of Vehicle" as I / We do not possess the Vehicles (MUV / CAR) of such numbers at present.

Vehicle Details:-

1. RC Book
2. Lease holding agreement in case of non-ownership
3. Up to date Road Tax paid details
4. Up to date Insurance Policy
5. Up to date Taxi Permit
6. Up to date fitness Certificate
7. Pollution test certificate

Place: _____ Signature of tenderer /Authorised signatory

Date: _____ Name & Seal of the tenderer