



BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

**O/o the General Manager Telecom District,
Keonjhar**

BID DOCUMENT

OF

**E- TENDER FOR HIRING OF VEHICLES
FOR FIELD & HQs DUTIES IN
KEONJHAR TELECOM DISTRICT.**

(T-156/2019-20 Dated:25-11-2019)

Price = Rs.590/-

(Cost of Tender paper Rs.500/- + GST 18% Rs. Rs.590/-)

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BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom District. Keonjhar-758001.

SECTION-I
NOTICE INVITING TENDER

e-Tender for hiring of vehicles for field & HQs duties in Keonjhar Telecom District.

1.

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

| Controlling Officer /Name of the zone | Zone | Type of Vehicle | No. of Vehicles | Head-quarter | Cost of Work (Rs) Tentative | EMD/ Bid Security (Rs) | Monthly Km slab |
|--|-------------|--|------------------------|---------------------|------------------------------------|-------------------------------|------------------------|
| (SDOP & SDOT), common pool Keonjhar | A | Non-AC Bolero plus or its equivalent / TATA SUMO | One | Keonjhar | 390000 | 9750 | 2500 |
| SDE (Trans), Keonjhar | B | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Keonjhar | 390000 | 9750 | 2500 |
| SDOT, Anandapur. | C | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Anandapur | 390000 | 9750 | 2500 |
| SDOT, Joda | D | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Joda | 390000 | 9750 | 2500 |
| SDE(O&M) CMTS Keonjhar | E | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Keonjhar | 354000 | 8850 | 2000 |
| JTO (O & M) CMTS JODA | F | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Joda | 354000 | 8850 | 2000 |

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B.

| Sl. No. | Item | Particulars |
|---------|---|---|
| 1 | Tender Notice No & date | T- 156/2019-20 Dated 25-11-2019 |
| 2 | Tender item | Tender for hiring of vehicles for field & HQs duties in Keonjhar Telecom District |
| 3 | Validity Period of the Contract | One Year from the date of agreement. |
| 4 | Tender Document can be downloaded from date | 26-11-2019 |
| 5 | Last date of receipt of queries from bidders | 30-11-2019 |
| 6 | Reply of queries by BSNL | 07-12-2019 |
| 7 | Last Date of Submission of Tender | 17-12-2019 18:00 hrs |
| 8 | Date & Time of Opening of Tender (Technical Bid only) | 18-12-2019 11:00 hrs |
| 9 | Amount of EMD / Bid Security as in Section II. | The cost of EMD / Bid Security may be paid through online Banking/RTGS/NEFT/DD as per the Section-I, Para 2(b) |
| 10 | Cost of Tender Paper | Rs.590/- (Rupees Five Hundred and Ninety only) - Non-Refundable. Cost of Tender Paper may be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b) |

Note: In case the last date of submission /opening of bid is declared to be a holiday /bandh/strike, the last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.

2. a) The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL & www.odisha.bsnl.co.in and to be submitted in e-format.

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

| | |
|-----------------------------|---|
| Name of the Bank and Branch | Union Bank of India, Keonjhar. |
| Accounts Name, | A.O.(Cash), BSNL, O/o GMTD BSNL Keonjhar |
| Account Number & Type | 538001010012030 & Current Account |
| IFSC Code | UBIN0553808 |
| Address of the Bank | UNION BANK OF INDIA, C/o Mahendra & Sons, At-Magurgadia, NH-215, Keonjhar-758001. |
| MICR Code | 758026002 |
| Mail Id: | tdmkjr24@rediffmail.com |
| Contact No | 06766-250070 |
| Name of the Bank and Branch | UNION BANK OF INDIA, KEONJHAR |

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 M/s ITI.

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

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- 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 M/s. ITI Limited through the website **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.
- 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.
- c) Bidders may note that the tender document can be downloaded from the website **www.tenderwizard.com/BSNL** or **following the "Tenders" link of the website www.odisha.bsnl.co.in**
- d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (**www.tenderwizard.com/BSNL**) as per Annexure –12 of Section IX.
- e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4. BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Chamber of AGM (CFA), 2nd Floor, O/o the GMTD, Building BSNL, Keonjhar-758001** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

5.

- a) General Manager Telecom District Keonjhar 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.
- b) All documents submitted in the bid offer should be in English.
- c) All statutory taxes as applicable shall be deducted at source before payment.
- d) Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

General Manager Telecom District
Keonjhar - 758001

SECTION-II
SCOPE OF WORK

1. The Bidder is required to provide commercial vehicles not more than 5 (Five) years old and fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through his supervisor.
2. The bidder has to provide vehicle(s) to the controlling officer(s) as designated by GMTD, Keonjhar regularly and in time as per requirement.
3. The safety of the driver, the maintenance of the vehicle & observance of all statutory rules including road safety rules are the sole responsibility of the bidder.

Monthly KM Hire Slab:

As per monthly requirement by the designated controlling officers and at the official Headquarters of the Controlling Officer the vehicles to be hired as detailed below. The requirement of number of vehicles and monthly KM hire-slab has been decided based on the requirement of BSNL which is tentatively indicated below.

SCHEDULE OF REQUIREMENT:

| Controlling Officer | Type of Vehicle | No. of Vehicles | Headquarter | Monthly Km slab |
|---|--|------------------------|--------------------|------------------------|
| (Total No. Of Vehicles required – 6 (Six)) | | | | |
| SDO(T) Keonjhar | Non-AC Bolero plus or its equivalent / TATA SUMO | One | Keonjhar | 2500 |
| SDE (Trans), Keonjhar | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Keonjhar | 2500 |
| SDOT, Anandapur. | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Anandapur | 2500 |
| SDOT, Joda | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Joda | 2500 |
| SDE(O&M) CMTS Keonjhar | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Keonjhar | 2000 |
| JTO (O&M) CMTS JODA | Non-AC Bolero Plus or its equivalent / TATA SUMO | One | Joda | 2000 |

SECTION-III
SERVICE PROVIDER'S OBLIGATIONS

1. **Service provider:** The successful bidder eligible to supply vehicles as per tender condition is the service provider to BSNL.
2. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of GMTD, Keonjhar. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
3. **Quantity of Vehicles: 6** (Six nos. Bolero Plus or its equivalent /TATA SUMO)
4. **Duty Hours of** vehicles are normally for twelve hours per day on all days of month including Sundays/holidays. However, actual duty hours/ days shall be specified by actual users/controlling officer of vehicle.
5. **Notice period for supply of vehicle** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation/SMS/WhatsApp shall be considered as notice.
6. **Reporting Place for vehicle** is within the jurisdiction of the controlling officer. Actual place of reporting shall be specified by users of vehicle as per requirement.
7. **Counting of Distance** will be from the starting point of the user and closing at the point wherever user completes his/ her travel.
8. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and GMTD, Keonjhar 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.
9. **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/ BSNL Mobile Number must be specified in the bid to contact with vehicle owner for any emergency.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices.
 - (iii) **Documents of vehicle-** The self attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI, GST, PAN etc. However, if the Service Provider does not possess any of the above, they should obtain the same, if required by law, to execute this service, within one month of commencement of Contract.

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- (vi) **Govt. Tax/ Levy / Duty** other than GST, parking and Toll charges for plying the vehicles in Orissa will be borne by the Service Provider.
- (vii) **Driver**-Attested copy of driving license should be submitted during 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 driver and also assume full responsibility for the safety and security of the officers/officials and store items.
- (x) **Duty Slips** (in case of transport agency) in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -5**) and should ensure that at the end of duty, the duty slips are completed and signed by the users.
- (xi) **Vehicle 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) **Unused KMs/Excess KMs used** , if any, during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any Excess KMs/Unused KMs, if performed below/ above the agreed slab for the hired vehicle. A Certificate to this effect is to be given by the controlling officer of the vehicle on the body of bill while submitting claim for payment.

10. **Debarring Conditions: -**

- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relatives.
- (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary/ log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

11. **BSNL will not have obligation: -**

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

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12. **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 within one hour. In case of non-availability of suitable vehicle, a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break downs exceeds three in a month, a penalty of Rs. 1000/- per break down shall be imposed.
- (ii) The penalty for Temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.1000/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However, in case of dispute the decision of GMTD, BSNL, Keonjhar would be final.
- (v) No payment will be made for vehicles which are older than three years and supplied by the Service Provider during breakdown period.
- (vi) The service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
- (vii) The vehicle provided by service provider shall move any route in Keonjhar District or beyond Keonjhar District including hilly regions/mines areas/bad road areas and also not confined to the place of supply. Refusal to do so will be treated as non-supply of vehicle and action will be taken accordingly.

SECTION-IV
GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

- 1.1 The commercial vehicle owners with required life period of vehicles ,Sec-II (1), is eligible for participating in the tender.
- 1.2 A bidder applying for more than one zone as per requirement described in section II it is necessary to provide with different registration numbers of vehicles. Each vehicle owner will participate separately for each zone and can supply vehicle for each zone/section/unit separately.
- 1.3 In case of a bidder being a transport agent, the bidder should have own vehicle or he should have a own lease sufficient number of commercial vehicles registered as taxis not less than minimum 2 numbers of vehicles. Transport agent should submit paper cost, EMD for each vehicle applied for.
- 1.4 The bidder must have the permit from RTOs not older than five years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the bidder will be able to supply commercial vehicles of model not older than **Five years** shall be provided.
- 1.5 The detailed history of the vehicle to be engaged should be given in the enclosed Annexure- 1.
- 1.6 Besides the above, the following self attested documents must be attached along with the bid, the originals of which shall be required for verification if the bid is accepted.
 - a. PAN Card of the bidder
 - b. GST Registration Number under rent a cab service
 - c. Valid Commercial Registration Book of the vehicle
 - d. Valid Road Permit & Fitness Certificate of the vehicle
 - e. Valid vehicle insurance of the vehicle
 - f. Valid Pollution Free Certificate for vehicles older than One year.
 - g. Road-tax payment made till the 31st March of the current Financial year.
- 1.7 A bidder is allowed to participate in maximum of three zones.
- 1.8 A bidder can participate for more than one zone by submitting separate tender papers along with applicable cost for tender paper and EMD for each zone separately.

3. Right to Accept or Reject:

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

(II) AMENDMENT TO BID DOCUMENT

- a. At any time, prior to the last 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 / www.odisha.bsnl.co.in and these amendments will be binding on them.

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- c. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- d. It is the sole responsibility of the bidder to confirm from the E-Tender Portal/ www.odisha.bsnl.co.in and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

| | |
|-------------------------------------|---|
| ITI Tender Wizard Help Desk Contact | <i>Shri Amlan Sahoo, Mob.:7008502617, 01149424365 between 10:30 hrs to 17:00 hrs from 30/11/2019 to 16/12/2019, twhelpdesk691@gmail.com.</i> |
| 1BSNL Contact-1 | <i>Shri B.K.Xalxo, AGM (Admn.) O/o GMTD Keonjhar Tel.No.06766 254800-, Mob.No.94370 02330 between 10:30 hrs to 17:00 hrs from 30/11/2019 to 16/12/2019, , email id : bipinkishore.bsnl@gmail.com</i> |
| BSNL Contact-2 | <i>Shri B.K.Dey SDE (Genl.) O/o GMTD BSNL Keonjhar, Tel.No.06766-250250, Mob.No.9437961220 between 10:30 hrs to 17:00 hrs from 30/11/2019 to 16/12/2019, , email id : bijaykumar_day@yahoo.com</i> |

3. Bid Forms (Single stage Two Bid Format).

- 3.1 Tender will be opened in the presence of Bidders present/ authorized person on the due date of opening as per NIT. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept under BSNL custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders whose Technical Bids are found eligible and accepted after evaluation. No correspondence in this regard will be entertained. Incomplete Tender is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- 3.2 Financial Bids of the technically eligible bidders only will be opened.
- 3.3 Bidder shall furnish the documents as per Technical Bid Form at Section-VI & Annexures.
- 3.4 Rates should be quoted as per SECTION-V based on the Schedule of rate specified under clause 5.3 of section- IV of tender document and should be furnished with Financial Bid Form at **Section-V**. The format for Financial Bid & the format of section V (Part-1) should not be changed in any manner. Addition /deletion/ alteration of the text will automatically render the tender invalid and therefore will be summarily rejected. Quoted price should be written both in figure & words in specific space in Section-V (Part-1) without any correction or overwriting.
- 3.5 **BID SECURITY/EMD**
 - (a) The bidder must deposit the amount for bid security/EMD for each zone separately through Online/NEFT/RTGS/DD from any nationalized/scheduled bank as per Section-I para 2(b).
 - (b) The successful bidder's bid security/EMD will be converted to performance security deposit upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 8 of this Section and upon furnishing balance of performance security.
 - (c) EMD/BID SECURITY of unsuccessful bidders will be refunded after finalization of the tender. In case of successful tenderer(s), the EMD/BID SECURITY will be converted to THE EXTENT OF 2.5% OF SECURITY DEPOSIT before signing the agreement.

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(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.

- 3.7 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.
- 3.8 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser (BSNL) shall respond in writing/ website to any request for the clarification of bid document which it receives not later than the time line mentioned in the NIT.
- 3.9 At any time, prior to the date of submission of bid, BSNL 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.
- 3.10 The amendments shall be notified in writing published as corrigendum in the Website. It is the duty of bidders to regularly follow the www.tenderwizard.com/BSNL or **following the "Tenders" link of the website www.odisha.bsnl.co.in** for any updates.
- 3.11 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 opening**

BSNL shall open the Technical bid in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-4**). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases who fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

5. **Bid Evaluation**

- 5.1 **Financial Bids** shall be evaluated zone wise to determine whether they are complete, whether any computational errors have been made and whether the bid document has been properly signed and whether the bid is generally in order.
- 5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid with the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will summararily be rejected by BSNL.
- 5.3 Based on the earlier experiences and taking into consideration all factors affecting the hiring rate for a vehicle like oil cost, vehicle maintenance, salary of the driver and bidder's profit/ margin etc. a minimum bench mark price has been calculated by BSNL as schedule rate and is given below:

SCHEDULE RATE

| Monthly Km. Slab | Type of vehicle | HIRING CHARGES (Excluding fuel) (In Rs) | Extra charge beyond the maximum KM mentioned against different Monthly Slab. (Rs /KM) | Fuel Consumption in Km/Litre |
|-------------------------|--|--|---|-------------------------------------|
| 1500/2000/2500 | Non- AC Bolero Plus or its equivalent type / TATA SUMO | 17,500 | 6.00 | 12 |

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The price to be quoted by a bidder for an individual zone should be in terms of ... **%age below, or ... %age above or at par this schedule rate**. Bidder quoting the lowest rate with reference to the scheduled rate shall be selected as L1 bidder for individual zone.

6. **Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially responsive and acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-3** of bid document.

7. **Right to vary quantities**

BSNL reserves the right at the time of award of contract or afterwards to increase or decrease up to 25% of the total 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 issuing a prior notice of 30 days subject to a minimum of one vehicle in a Zone. The additional vehicle requirement shall be placed on the approved contractor of the respective zone in which the vehicle shall ply. In case, the vehicle so required comes under more than one zone, then it shall be offered to the contractor of the zone with the lowest contracted price and upon his refusal it shall be offered to the contractor of the zone with next higher price and so on.

8. **Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the bidder.

9. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **clause 8** 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.

10. **Period of validity of bids**

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 BSNL as non-responsive.

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

11. **Bid Price.**

11.1 The supplier shall quote price as per schedule given in **Section-V (Part-1)** for all types of Vehicles given in the schedule of requirement. The composite price quote should include all the type of Taxes/ charges but excluding GST, parking and Toll gate charges as applicable from time to time.

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

12. **Bid Security**

12.1 The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS/DD from any nationalized/scheduled bank in favour of A.O.(Cash), BSNL, O/o the GMTD, Keonjhar.

12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

12.3 **The MSME bidders are exempted from payment of tender paper cost / bid security/ EMD**

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- 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) MSME unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

13. The Bid Security may be forfeited:

- 13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- 13.2 If the successful bidder fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 17 of Section IV
 - iii) A bid not secured in accordance with para 12.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.

14. Terms of Payment:

The contractor has to submit **bills for hiring & fuel charges.**

- 14.1 **Payment of Hiring Charges:** The payment shall be made as per approved rate of this tender as far as possible within 45 working days from the date of receipt of bill in the O/o the GMTD, BSNL, Keonjhar. Monthly bills i.e. vehicles engaged on monthly basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not be BSNL's responsibility for delay in payment.
- 14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on pro rata basis as per terms & conditions.
- 14.4 Excess KM charges will be claimed by the bidder after three months, if not adjusted in previous or subsequent three months.

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **Under Section-II** and General & Commercial Conditions **Under Section-III**. In case of deviation a statement of deviation shall be given.

16. 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.

17. Performance Security:

- 17.1 **The successful bidder shall be required to deposit an amount equal to 7.5% of the Tendered value as Performance Security at the time of making agreement. This is in addition to the EMD which will be converted to 2.5% performance security.**
- 17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank valid for a period of 18 months from the date of contract and in the Performa provided in **Annexure-3** of the bid document.

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- 17.3 Performance Security will be discharged after successful completion of Service Provider's performance obligations under the contract.
- 17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either in whole or any part of the performance security furnished by the bidder as compensation for any loss resulting from such failure.

18. Termination of Contract

- 18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days' notice in writing to the Service Provider.
- 18.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.
- 18.3 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

19. Termination for insolvency

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

20. Insurance

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

21. Prices:

- 21.1 The rates quoted should be on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rate for Hiring charges, Extra KM, are to be indicated as **... %age below, or ... %age above or ... as par on this schedule rate under section-V (Part-1)**.
- 21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
- 21.3 In case of any reduction of taxes and statutory levies during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
- 21.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

22. Price Revision:

- 22.1 The Base Rate of Petrol/Diesel is the arithmetical average of prevailing rates on the first, 10th and 20th day/ date of the month as announced by the oil PSU Companies viz. M/s HPCL, M/s BPCL and M/s Indian Oil for Keonjhar/ Anandapur/ Joda towns as the case may be.
- 22.2 BSNL reserves right to counter offer price against price quoted by the bidder.

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- 22.3 The bidder with the lowest evaluated price will be considered for 100% of tendered quantity.
- 22.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fail to honour their bid without sufficient ground.

23. 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.

24. Arbitration:

- 24.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD, Keonjhar, or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD, Keonjhar 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, Keonjhar, 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.
- 24.2 The venue of Arbitration proceeding shall be Office of GMTD, Keonjhar, at Keonjhar or such other place as the arbitrator may decide.
- 24.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

25. Set Off (Recovery of Sum Due):

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

26. 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 5.3

27. 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. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

28. E-TENDERING INSTRUCTIONS TO BIDDERS

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

A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS).
 - i. It is advised that all the documents to be submitted (Section VII) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (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 Single stage Two Bids 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)

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

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

29. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and www.tenderwizard.com/BSNL as per the scheduled contained in the NIT. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

- a. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E – format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.
- b. 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:

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- 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.

c. Public Online Tender Opening Event (TOE)

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

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

- vi. The following "**FOUR KEY INSTRUCTIONS FOR BIDDERS**" must be assiduously adhered to:
1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

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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 M/s ITI Limited Helpdesk personnel given in Clause-24(d) of section -V. for any type of assistance/help, which they may require while uploading the bids.

SECTION-V
FINANCIAL BID

Tender No.....

Date

To

**The General Manager Telecom. District,
BSNL, Keonjhar.**

Dear Sir,

1. Having read and understood the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the same as per the price quoted by us in section V based in the scheduled of rate specified under clause 5.3 of section IV.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum towards Performance Security Deposit.
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 sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of.....2019.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

DATE :

SIGNATURE OF THE BIDDER

NAME OF THE BIDDER: _____

(SEAL IF REQUIRED)

SECTION- V (PART –I)
Price quoted by the Bidder
(To be attached with Financial Bid)

Zone No. (As per NIT) :
 Name of the zone applied for (As per NIT) :
 Headquarters (As per NIT) :

| | | A | B |
|---|------------------------------|---|---|
| Type of Vehicle to be hired | | BOLERO PLUS OR ITS EQUIVALENT TYPE/TATA SUMO | BOLERO PLUS OR ITS EQUIVALENT TYPE/TATA SUMO |
| Hiring Charges (Excluding fuel) | In figures (in %) | | |
| | In words (In percent) | | |
| Extra charge per KM beyond the maximum KM mentioned Km against different Monthly Slab. | In figures (in %) | | |
| | In words (In percent) | | |

NB:

- The bidder must quote his **price as %age Below / %age Above / at par with the schedule rate** as mentioned in section –IV (Clause 5.3) against the applicable column A/B/C relevant to the Zone applied for.
- The L1 bidder shall be evaluated based on the quoted price for Hiring charges (excluding Fuel) only.

DATE:

.....
SIGNATURE OF THE BIDDER

NAME OF THE BIDDER: _____

(SEAL IF REQUIRED)

SECTION-VI

HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF KEONJHAR TELECOM DISTRICT

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

Tender Ref.....

Date.....

TECHNICAL BID

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

| | | | |
|-----|---|--------------------------------------|-----------------------------|
| 1. | Name and Postal Address of the Bidder: _____ _____ _____ | Phone: Mobile: Fax: E-Mail: | |
| 2. | (In case of a bidder being a transport agent) Is your concern Recognized / Registered (Attach Photocopy as a proof) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name) | | |
| 3.a | Income Tax Permanent account Number (PAN) : (attach Proof) | | |
| 3.b | GST Registration Number : (attach Proof) | | |
| 3.c | Registration/Allotment Number of ESI (Attach proof) (If required) : EPF (Attach Proof) (If required) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : | | |
| 5. | Detailed Statement of Registered commercial vehicles of 3-year-old or less as per format at Annexure-1. | | |
| 6. | Any other document as asked in NIT. | | |

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

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SECTION-VII

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 Tender document signed by the bidder or Authorized Person on all pages along with seal. | | | |
| 2 | Scanned Self-Attested Photo copy of PAN Card and IT return for Assessment year 2018-19. | | | |
| 3 | Scanned Self-Attested Photo copy of Experience Certificate as per SL No: 1.1 of section IV. | | | |
| 4 | Scanned Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards payment of cost of Tender Paper. | | | |
| 5 | Scanned Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT/DD) towards payment of cost of EMD/Bid Security. | | | |
| 6 | Scanned Self-Attested Photo copy of valid GST Registration Certificate. | | | |
| 7 | No near relative certificate duly filled in and signed Annexure-10. | | | |
| 8 | Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure - 4 | | | |
| 9 | Self-Attested Photo copy of Original "Power of Attorney" in case person other than the bidder has signed the tender documents | | | |
| 10 | Self-Attested Photo copy of "Partnership Deed" duly registered, if applicable | | | |
| 11 | Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-12 | | | |
| 12 | Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-13. | | | |
| 13 | Self-Attested copy of Bid form duly filled and signed. Annexure-17 | | | |
| 14 | Self-Attested copy of Clause by clause compliance duly filled in and signed. Annexure-14 | | | |
| 15 | Self-Attested copy of the Check list duly filled in as per Section VIII. | | | |
| 16 | Self-Attested copy of the Integrity Pact duly filled in and signed. Annexure-15 | | | |
| 17 | Self attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-16 | | | |
| 18 | Self attested copy of proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise as per 12.3 of Section IV. | | | |

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SECTION - VIII
CHECK LIST

| Sl No. | Description | Remarks (Yes (Y), No (N), Not Applicable (NA) (√ Tick whichever is applicable) | | |
|--------|--|--|---|----|
| | | Y | N | NA |
| 1 | Whether all the scanned documents as required are uploaded in the E-Tender Portal? | | | |
| 2 | Whether the 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/NEFT/RTGS/DD 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-IX
FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

| SI. NO. | ANNEXURE | CONTENTS |
|----------------|-----------------|--|
| 1 | ANNEXURE-1 | STATEMENT OF VEHICLES OWNED BY THE BIDDER |
| 2 | ANNEXURE-2 | BID SECURITY BOND (SAMPLE FORMAT) |
| 3 | ANNEXURE-3 | PERFORMANCE SECURITY BOND (SAMPLE FORMAT) |
| 4 | ANNEXURE-4 | LETTER OF AUTHORISATION FOR ATTENDING BID OPENING |
| 5 | ANNEXURE-5 | FORMAT OF DUTY SLIP (SAMPLE FORMAT) |
| 6 | ANNEXURE-6 | AGREEMENT FOR VEHICLE HIRE (SAMPLE FORMAT) |
| 7 | ANNEXURE-7 | APPROVED RATE (SAMPLE FORMAT) |
| 8 | ANNEXURE-8 | THE LIST OF AUTHORITIES (SAMPLE FORMAT) |
| 9 | ANNEXURE-9 | HIRE ORDER (SAMPLE FORMAT) |
| 10 | ANNEXURE-10 | NON- PARTICIPATION OF NEAR RELATVES |
| 11 | ANNEXURE-11 | UNDERTAKING (SAMPLE FORMAT) |
| 12 | ANNEXURE-12 | DECLARATION OF NON TEMPERING OF TENDER DOCUMENT |
| 13 | ANNEXURE-13 | DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT |
| 14 | ANNEXURE-14 | DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE |
| 15 | ANNEXURE-15 | INTEGRITY PACT |
| 16 | ANNEXURE-16 | UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED |
| 17 | ANNEXURE - 17 | BID FORM |

Statement of Vehicles owned by the Bidder

(With documentary proof)

(Details of "OWNED" Vehicles of less than four years old as on date of the NIT)

Name of the zone as per NIT _____

| Sl. No. | Particulars | Information provided by the bidder |
|----------------|---|---|
| 1 | Bidder's Name | |
| 2. | Type of vehicle (Non-AC Bolero Plus or its equivalent/ TATA SUMO) | |
| 3. | Vehicle Owner's Name & Address | |
| 4. | Registration Number of Vehicle | |
| 5. | Model & Year of manufacture. | |
| 6. | Date of Registration and Registering Authority. | |
| 7. | Age of the vehicle on the date of NIT | |
| 8. | Permit valid up to | |
| 9. | Fitness Certificate valid up to | |
| 10. | Road Tax paid up to 31 st March of the Current financial year. | |
| 11. | Vehicle Insurance paid up to | |
| 12. | Any other Information about vehicle | |

Note: Use additional sheets if required.

Declaration:

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

BID SECURITY BOND

Whereas (hereafter called "the Bidder") has submitted its bid dated for hiring contract of commercial vehicles Tender No..... **KNOW ALL MEN** by these Presents that We of having our registered office at (hereafter called "the Bank") are bound untoBSNL, in the sum of Rs..... for which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

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

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

This guarantee will remain in force as specified in clause 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 authorized signatory of 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:

PERFORMANCE SECURITY BOND

(To be submitted with the agreement)

1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____(here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____on production of Bank Guarantee for Rs. _____.For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the bank) _____(here in after referred to as "the Bank") at the request of _____Service Provider's do hereby undertake to pay to the BSNL, _____an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the BSNL, _____ any money so demanded not withstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 18 (Eighteen) months from the date of contract herein and further agrees to extend the same from time to time (Eighteen month) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

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5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____
(Indicating the name of the bank)

- N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE-4

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

To

The GMTD, Keonjhar.
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.

FORMAT OF DUTY SLIP

(In case of the bidder being a transport agent)

(Print Name of the company & address)

Sl. No:.....

Date.....

(To be filled by contractor)

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

.....
.....

(To be filled by user)

4. Purpose of Journey (detail)
5. Places visited
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra KM charge per KM.

Driver's Name & Signature

Signature of User

ANNEXURE-6

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2019 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____ .

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through its authorized official Sh. _____, at Circle/ GM Office at _____. The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and 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 three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of GST, 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 appendix-II shall place an order for their requirement on the official Hire order form appendix-III (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.
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.

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

6. The Service Provider should provide the particular make & model of 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-IV, Clause (14) of the Bid document to the _____ Section of _____, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 9(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 in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of 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 (12) of Section III 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. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract: -

11.1.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.1000 per occasion/day.

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

11.1.3 In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type within one hour. In case of non-availability of suitable vehicle, a penalty up to Rs. 500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break downs exceeds three in a month, a penalty of Rs. 1000/- per break down shall be imposed.

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

13. The Bid Document No. BSNL/_____/_____/2019 Dated _____ 2019, schedules/ annexure/appendix which are annexed to this agreement, as schedule "B" & ____ respectively 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 Sch-IA of Company Act 1956 and clause 10(I) of Section-III of the Bid documents. A certificate to this effect is annexed to this agreement as Appendix-IV.

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

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22. The KMs not used during a particular month (monthly KMs slab) shall be carried over to the subsequent three months and extra KMs if any travelled during these three months will be adjusted against these unused KMs.

23. 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 *_____ 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 *_____ 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 *_____ 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 * _____ of BSNL at _____ or such other place as the arbitrator may decide.

(N.B: At the places marked * in the above clauses, "The Chief General Manager (CGM) / Principal General Manager (PGM) / General Manager (GM), as the case may be incorporated.)

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 it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

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 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:

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_____ (Name of Service Provider)

Address: _____

Tel: _____ Fax: _____ E-mail: _____

And

Name of the CGM / PGM / GM / DGM
Bharat Sanchar Nigam Limited

Address: _____

Tel : _____ Fax : _____ E-mail : _____

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

Signed _____

Signed _____

For and on behalf of the BSNL

For and on behalf of the Service Provider

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

ANNEXURE-7

APPROVED RATE

MONTHLY SLAB: - 1500 / 2000/ 2500 KM

a) Hiring Charge (For distance KMs/month) Rs. _____

b) For extra KM (Rs. /KM) Rs. _____

Signed _____
(On behalf of BSNL)

Name (caps) _____

Position _____

Date _____

ANNEXURE-8

B.S.N.L.

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

The List of authorities

(Approved by Head of District)

APPENDIX -I TO THE AGREEMENT

Period of contract: - From _____ To _____

Name of TD : BSNL, Keonjhar.

| Sl. No. | Name and Designation of the Officer to whom the vehicle will be attached (Controlling Officer) | Address | Make, Model and Registration Number of the Vehicle | Monthly limit in KM |
|---------|--|---------|--|---------------------|
| | | | | |

Signed _____
(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

B.S.N.L.

[A Government of India Enterprise]
APPENDIX -II TO THE AGREEMENT

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 Telecom. District _____

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 _____

(Certificate on Non-Participation of near Relatives serving in BSNL in the tender called for hiring Light Commercial vehicles on Long Term use in Keonjhar Telecom District.)

CERTIFICATE

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

Signed _____

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- 2019 and by (Name of the service provider)----- S/O ----- residing at----- 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 O/o the GMTD, Keonjhar hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S BSNL invited bids for hiring of vehicle (MUV) for commercial purposes, I participated in the bidding process and emerged as successful bidder with respect to Tender No: I ----- acknowledge that I ----- have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that:

- (1) I-----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.
- (ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact
OR
 - Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.
OR
 - Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the

Day-----Month of -----Year' 2019.

Date:

Place:

(Signature :-----)

Name :-----

Designation:-----

WITNESS:

1.

2.

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 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: _____

Date: _____
Signatory

Signature of bidder/Authorized

Name _____

Seal of the bidder: _____

Declaration for Downloading the tender Document.

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

Date: _____ Signature of bidder

Place: _____
Name of bidder _____
(Along with date & Seal)

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

Place : _____ Signature of the bidder _____

Date: _____ Name of the bidder _____

INTEGRITY PACT

Between

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

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal

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

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

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

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

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

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

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

(a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer

Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

Section 4-Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.
4. Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.
5. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.

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7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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.....

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

ANNEXURE-16

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of bidder /Authorized signatory

BID FORM
(To be attached with Section-VI)

To
**The General Manager Telecom District,
BSNL Keonjhar - 758001.**

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 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding 7.5 % of the cost of the work for Zone _____ for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

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

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

c. Name (Bidder or authorized signatory): _____

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

e. Witness

f. Address

----- End of the Tender Document-----