



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

**E-Tender for Hiring of Cars and Multi Utility vehicles with valid commercial  
permit for departmental use in BSNL, Berhampur**

**Tender No: V-16/NT/Pt-III /2019-20/05 Dated: 11.05.2020**

**Office of the General Manager Telecom District  
Berhampur-760001**

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**Cost of tender paper: - Rs.590/- (Rupees Five Hundred ninety only including GST)**

**NOTE: One Tender form should be used by One BIDDER only.**

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**SECTION-I****NOTICE INVITING E-TENDER**

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

**SCHEDULE TO THE INVITATION OF TENDER:-**

Sl. No	Item	Particulars
1	Tender Notice No & date	V-16/TN/Pt-III /2019-20/03 DATED: 11.05.2020
2	Tender item	Hiring of Vehicles (Indigo or Similar type of vehicle)/ Indigo/MUV (Sumo / Bolero/Bolero Camper) (Approx.06 numbers) models not older than 01-01-2015 having up to date insurance & PUC certificate.
3	Tender Document can be downloaded from date	11.05.2020
4	Date of receipt of queries from bidders	18.05.2020 Up to 13:00 Hrs,
5	Pre Bid Meeting	19.05.2020 At 11.00 hrs
6	Reply of queries by BSNL	21.05.2020 Before 18:00 Hrs.,
7	Last Date of Submission of Tender	26.05.2020 up to 12:00 Hrs.
8	Date & Time of Opening of Tender (Technical Bid only)	27.05.2020 at 12:00 Hrs.
9	Amount of Bid Security as in Section II.	a) The cost of EMD and cost of Tender paper can be paid Through online Banking/RTGS/NEFT as per the Section-I(A),Para 2(b)
10	Cost of Tender Form	Rs.590/-(Rupees five hundred ninety only) – Non- Refundable (Including GST 5%). The payment will be accepted as mentioned in Sl. No. 8 above.

Note: In case the last date of submission/opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through our web site.

General Manager Telecom District  
BSNL, Berhampur

**TENDER INFORMATION****Section I (A)**

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

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

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

Name of the Bank and Branch	AO(Cash),BSNL,O/o GMTD,Berhampur.
Accounts Name	Union Bank of India,Bada Bazar Branch.
Account Number	385801010170144
IFSC Code	UBIN0538582
Address of the Bank	Big Bazar, Berhampur-1
MICR Code	760026002
Mail Id :	gmtdbf07@rediffmail.com
Contact No (BSNL)	9437572939

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.

2(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.

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

**Note 4: 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.**

- 1) Place of opening of Tender bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. service provider organization) can attend the TOE at the Conference Hall, 2nd Floor, Door Sanchar Bhawan, Berhampur-760001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 2) Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
- 3) The GMTD, BSNL, Berhampur reserves the right to reject any or all tender bids without assigning any reason thereof. The GMTD BSNL Berhampur is not bound to accept the lowest tender.
- 4) Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app>. or [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) following the Link for Tenders through E-Procurement by BSNL or from BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in).
- 5) The bidders shall furnish a declaration vide Annexure F under their digital signature that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).
- 6) In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 7) All statutory taxes as applicable shall be deducted at source before payment.

**Note-5: Tender Information:-**

1	Type of tender :	TWO Stage bidding- e tender.
2	Bid Validity Period / Validity of bid Offer for Acceptance by BSNL :-	150 days from the tender opening date.

**SECTION-I (B)****EMD & SD**

Name of SSA.	Number of vehicles(Diesel run) required			Estimated cost of the Tender (Approx.) (In Rs.)	EMD (2%) (In Rs.)
	Non AC Xcent/Dezire cars or similar type of sedan category vehicles(Petrol/Diesel driven)	Non AC Bolero/Camper or similar type Multi Utility Vehicles (MUV) (Diesel Driven)	TOTAL		
A	B	C	B+C	D	E
Berhampur	1	05	06	<b>46,00,000/-</b>	<b>92,000/-</b>

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION****DEFINITIONS:**

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

**SERVICES TO BE PROVIDED**

1. **Services to be provided: are given in Section-VI.**
2. **Eligibility criteria for Bidders:** - The bidders should possess the following documents / certificates / experiences to become eligible for participation in the tendering process. The following documents are to be submitted by the bidders as a part of technical bid.
  - a. The bidder should have valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.
  - b. The bidder should have at least 2 (two) commercial vehicles either in his/her/company's own name or on lease held on or before the date of NIT of model not older than **01.01.2015**.
  - c. The bidder should furnish EMD as per clause 11 of Sec-II & cost of bid document.
  - d. The bidder should have GST registration certificate in the firm/bidder's name, as applicable with up to date return.
  - e. The bidder should have experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt. or reputed Private Ltd. Companies / Firms of providing minimum two number of vehicle regarding satisfactory performance of the contract on hiring of vehicles.
  - f. The bidder should have PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 17-18 i.e. assessment Year 18-19.
  - g. The bidder should furnish Certificate of no near-relatives working in BSNL as per Section-VIII.
  - h. The bidder should furnish Letter of Authorisation for attending bid opening as per Section X
  - i. Bidder should produce RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Section 1(B), Column B With valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than **01-01-2015**.The full details of such vehicles as per **Annexure-A**.
  - j. The bidder should submit a declaration that the firm will be able to supply commercial vehicles of Model not earlier than **01-01-2015** for the required number of vehicles as per Section 1(B),Column B for the zones applied for vide **Annexure-B**
  - k. The bidder should furnish Bid form as per Section –VII.
  - l. The bidder should furnish information Sheet as per section XI.
  - m. The bidder should furnish Undertaking & declaration as per format at Section: - XII.
  - n. The bidder should submit partnership deed or articles and memorandum of association as the case may be.
  - o. The bidder should sign with dates on all pages of bid document & the documents submitted with the bid document.
  - p. The bidder should furnish Clause by clause compliance- **Annexure-C**, duly filled and signed.
  - q. The bidder should furnish Declaration of Non - tampering of tender document vide Annexure-D, duly filled and signed.
  - r. The bidder should submit the Check list vide **Annexure-E**.
  - s. Declarations for downloading the tender document vide **Annexure F**.
  - t. Following documents should be furnished in support of the proof of ownership or holding lease or sale deed

- I. Vehicle model,**
- II. Registration No. etc, RTO Registration details, RC Book,**
- III. Up to date Road Tax paid details,**
- IV. Up to date insurance policy**
- V. Up to date Taxi permit,**
- VI. Up to date Fitness certificate of the vehicle**
- VII. Up to date Pollution Certificate**

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

**Note:- (1)All the uploaded documents must be dated and Self attested & putting “submitted by me.”**

**Note:- (2) The bidder will be asked to produce the original documents for verification before signing the agreement.**

### 3. **Cost of Bidding**

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

### 4. **Bid Document**

4.1 Bid document includes:-

- a. Notice Inviting Tender -**Section-I**
- b. Tender Information – **Section-I(A)**
- c. EMD & SD – **Section I(B)**
- d. Instructions to bidders – **Section-II**
- e. General (Commercial) conditions of the contract-**Section-III**
- d. Special conditions of contract – **Section-IV**
- e. Financial bid- **Section-V & V (A)**
- f. Services to be provided: - **Section-VI**
- g. Bid form :- **Section-VII**
- h. Technical bid - **Section-VII-A**
- i. Certificate of non-participation of near relatives - **Section-VIII**
- j. Agreement for vehicle hire - **Section-IX**
- k. Letter of authorization to attend bid opening - **Section-X**
- l. Information sheet- **Section-XI**
- m. Undertaking & Declaration- **Section-XII.**
- n. Performance Security Bond Form - **Section-XIII**
- o. Integrity Pact - **Section-XIV**

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

### 4.3 **CLARIFICATION OF BID DOCUMENTS:**

4.3.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the Invitation for Bids. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives before 14 days of last date of the submission of bids. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

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

**5. The Envelope-B should contain the following documents:-**

S/N	Details of scanned Documents to be uploaded in the tenderwizard portal.
1	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India/State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm
2	EMD as per clause 11 of Sec-II & cost of bid document. (Please refer Sec-I(B) for EMD).
3	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under rule and up to date return.
4	Experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum two number of vehicle regarding satisfactory performance of the contract on hiring of vehicles as per Section-II, Clause-2(e).
5	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 2017-18 i.e. Assessment year 2018-19
6	Self Attested copy of Certificate of no near-relatives working in BSNL as per Section-VIII.
7	Self Attested copy of Letter of authorization as per Section X.
8	Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned / leased as per Section I(B) ,Column B with valid permit from RTO in the name of proprietor / company / partners / director taken on valid lease agreement and not older than 01-01-2015. The full details of such vehicles as per Annexure-A.
9	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2015 for the required number of vehicles as per Section I(B), Column B applied for vide Annexure-B.
10	Self Attested copy of Bid form as per Section –VII.
11	Self Attested copy of Information Sheet as per section XI
12	Self Attested copy of Undertaking & declaration as per format at Section: - XII.
13	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.
14	The bidder should sign with dates on all pages of bid document & the document submitted with the bid document
15	Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed.
16	Self Attested copy of Declaration of Non - tampering of tender document- Annexure-D , duly filled and signed.
17	Self Attested copy of the Check list vide Annexure-E
18	Self Attested copy of vehicle model of the vehicles as per Annexure-A
19	Self Attested copy of RC Book of the vehicles as per Annexure-A
20	Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A
21	Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A
22	Self Attested copy of Taxi permit of the vehicles as per Annexure-A
23	Self Attested copy of fitness certificate of the vehicles as per Annexure-A
24	Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled works) as per Section V & V (A) duly filled and signed.
25	Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II
26	Self Attested copy of Declaration for Downloading the tender Document vides Annexure-F.

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

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

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



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

#### 6. **Amendment to bid document**

- 6.1) At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 6.2) The amendments shall be notified in writing to all prospective bidders on the address \_\_\_\_\_ intimated \_\_\_\_\_ at the time of purchase of bid document and these amendments will be binding on them. The bidders downloading the tender document from website should intimate their mailing address, Tel no..... Fax no. For intimation of amendments.
- 6.3) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the Deadline for submission of bids suitably.
- 6.4) It is the sole responsibility of the bidder to confirm from SDE (MM) regarding amendments if \_\_\_\_\_ any before dropping of the tender document.

#### 7. **Preparation of Bids.**

Documents comprising the bid

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

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
- Documentary evidence establishing his eligibility in accordance with Clause 2 and 5 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
  - A Bid form completed in accordance with Clause 8 of Section-II.
  - Tender paper cost
  - Bid Security furnished in accordance with Clause 11 of Section-II.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "PRICE SCHEDULE" (Section-V (A)) in accordance with Clause-9 of section II.

#### 8. **Bid Forms.**

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

#### 9. **Bid Price.**

- i. The supplier shall quote price as per schedule given in Section V (A) for all types of vehicles given in the schedule of requirement. The unit price should include all type of Taxes as applicable However, the basic unit price needs to be individually indicated against the

- ii. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price/conditional rate quotation will be treated as non-responsive and rejected.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance.**

A clause- by – clause compliance of service to be provided (SECTION VI), and special condition (Section IV) shall be given. In case of deviation a statement of deviation shall be given.

11. **A. Bid Security**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS/ BG as stated in section I, I(A), I(B) only from any nationalized/scheduled bank. No interest shall be paid by the BSNL on the bid security for any period, whatsoever.
- (b) Bid Security shall be paid in the form of Demand Draft/ Banker's Cheque/NEFT/RTGS/Bank Guarantee issued by a Nationalized/ Scheduled Bank, drawn in favour of **ACCOUNTS OFFICER", BSNL**, as per the address below payable at Berhampur. Original Demand Draft/ Banker's Cheque/NEFT/RTGS/Bank Guarantee towards Bid Security shall be attached as part of document under technical bid as per para-2(c) for the respective zones opted for. Scanned copy of the same shall be uploaded online while bidding. The bid security can also be deposited electronically to the following account and documentary proof of having deposited the money shall be attached as document against para-2(c) of Section-II.

**Sample Address**

Name of the Bank and Branch	AO(Cash),BSNL,O/o GMTD,Berhampur.
Accounts Name	Union Bank of India,Bada Bazar Branch.
Account Number	385801010170144
IFSC Code	UBIN0538582
Address of the Bank	Big Bazar, Berhampur-1
MICR Code	760026002
Mail Id :	gmtdbf07@rediffmail.com
Contact No	9437572939

- (c) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 19 of this Section and furnishing the performance security.
- (d) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.
- (e) **A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

**B.FORFEITURE OF BID SECURITY/EMD**

The Bid Security/EMD may be forfeited

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit Or
- (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

**12. Format and signing of bid.**

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

**13. Submission of bid, Sealing & marking of bids:-****I) Contents of the Bid:**

The bid contains three parts –

**Part A:** The First Part should contain the uploading of

- i. EMD/ Bid Security as per Sl. No 8 of Section –I and Section I (B)
- ii. Cost of tender document as per Sl. No. 9 of Section I.
- iii. Power of attorney in original (If applicable).

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

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

**II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is 12:00 Hrs of 26.05.2020.
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- d. If any one of the document required to be uploaded is found to be missing, the concerned bid shall be rejected at the opening stage itself.
- e. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

**14. LATE BIDS, MODIFICATION AND WITHDRAWAL OF BIDS:**

- 14.1 After the Locking Time, no bidder can submit the bid.
- 14.2 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering)
- 14.3 No bid shall be modified subsequent to the deadline for submission of bids that is 12.00 hrs of Dated 26.05.2019.

**15. BID OPENING & EVALUATION****OPENING OF BIDS BY TENDERING AUTHORITY:**

- 15.1 The bids will be opened in two stages. At 12.00 Hrs on the due date 27.05.2020, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).The bidders can view the opening details after the purchaser opened them.
- 15.2 A maximum of ONE representative of any bidder shall be authorized and permitted to attend the bid opening.
- 15.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

- 15.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 15.5 Technical bids will be evaluated by the purchaser and after completion of the technical evaluation and the eligible bidders list for the financial bid opening will be made available in the website.
- 15.6 Opening date and time of Financial bid will be notified in the website.

**15.7 Place of opening of Tender bids:**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at 2<sup>nd</sup> Floor, Telephone Bhawan, , Berhampur-760001, where BSNLs Tender Opening Officers would be conducting through online e-Tender.

**16. PRELIMINARY EVALUATION:**

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

**17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 16.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in Section V (A) of the Bid Documents. In case multiple bidders quote same rate, the bidder having highest turnover during the financial year as ascertained from the IT return for the financial years 2017-18 & 2018-19 submitted along with the tender, then that bidder will be selected.
- 17.4 Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- 17.5 The tender shall be evaluated by a committee i.e. TEC (Tender Evaluation Committee) to be appointed by the GMTD, BSNL BERHAMPUR.

**18. CONTACTING THE TENDERING AUTHORITY:**

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

**19. Award of Contract**

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

In case the L1 bidder fails to execute the contract with BSNL, then GMTD, Berhampur will call the L2 bidder for executing the agreement subject to with L1 approved rate and same terms and conditions thereon.

**20. Right to vary quantities**

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

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

**21. Signing of Contract**

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

21.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 11 of Sec-II. After submission of performance security as per Section I (B), the vehicle supplier will have to execute an agreement with BSNL as per Section-IX of the tender document in a stamp paper of Rs.100.00within one week from the date of submission of performance security.

**22. Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority as per Clause No.19, Section II or call for new bids.

**23. Period of validity of bids**

(i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.

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

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

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

**25. The correction/modification, if any, in the tender document will be uploaded in the website i.e. <https://etenders.gov.in/e procure/app> or [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) up to 12.00 hrs of 26.05.2020 which will be treated as final. The amendments if any will not be published in the Newspaper.**

26. The fuel (diesel) required for the vehicle shall be supplied by the contractor. BSNL will make payment only for normal type of diesel used by the hired vehicle at prevailing market rate.

27. Consumables like lubricant, tyres, battery and repairs, maintenance, taxes, insurance etc. will be borne by the service provider.

**28. The rates will be finalized for Calendar month. But, the payment will be made proportionately for the number of days for which the vehicle is used by the controlling officer that is (Monthly rent/no of days of that month) X no of days the vehicle used.**

29. Normally the vehicle shall be required to report for duty for duration of 10 hours per day. The controlling officer of vehicle will regulate time of arrival and departure.

**30. Counting of distance will be from the starting point of the user and closing at the point wherever the user completes his travel but the chargeable distance in this respect shall be on actual basis or 5 Kms whichever less.**

- 31 Payment of any Govt. Tax or duty for plying the vehicles will be the responsibility of the contractor. The bidder must avail ST abatement & indicate the same while preferring the bill.
- 32 Parking & Toll Charges if any may be claimed by providing the Parking/Toll receipts
33. **Any extra time run after the normal duty run of 10 hours as stated in item (29) above, shall be added together and any OT hour exceeding 30 hours in a month will be rounded off to 30 hours in a month.**
34. The vehicle may be deployed in any place within the jurisdiction of GMTD, BSNL Berhampur. In case detention of the vehicles at any particular station other than the headquarter is required due to night halt, the night halt amount will be paid. The duty will be treated as terminated at the end of journey at the out station. The normal duty of the vehicle will start from **09:30 AM to 07:30 PM, beyond 07:30 PM extra hours will be paid** as per the approved rate for 4 Hours and beyond that Night halt will be charged.
- 35 The vehicle should always be provided in good & trouble free running condition.
36. Vehicles upkeep shall be in good conditions along with good and clean seat covers and curtains.
- 37 The vehicle should not be before 01-01-2015 make.
38. In case of breakdown of the vehicle, the contractor shall make arrangement to provide alternate vehicle at his own cost.
39. In case of inability on the part of the contractor to provide another vehicle as mentioned above, deduction to the extent of extra expenditure incurred by this Office will be made from the amount payable to the contractor or from the **"Performance Security"** of the contractor.
40. The vehicle is to be maintained by the contractor at his own cost. The tendering authority will not be liable for any payments to the contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/contractor to report with Police and other administrative authorities.
41. All the cases including those filed in the court of law due to breach of normal traffic rules or accident, labour dispute etc. is to be defended by the contractor himself and no extra amount will be paid by the BSNL in this regard.
42. The contractor will have to always maintain valid vehicle Registration Certificate, Insurance papers, PUC, Tax payment documents etc. to avoid any kind of tussle with any other Government agencies en-route or at any time and should submit its photo copies duly Self attested. The original of these documents will always be made available with the driver while running the vehicle.
43. The vehicle should have a valid Taxi license.
44. All requirements under law i.e. labour etc. will be the responsibility of the contractor.
45. The contractor should have a telephone in office & residence for contact.

#### A. DRIVER

46. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. The BSNL shall not be liable to pay any extra amount for his night halt.
47. The driver should be literate of M.E. standard or above, obedient, disciplined, well dressed and well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the Driver from these normal requirements, the contractor will be required to replace the Driver with a new one.
48. The driver is to maintain a separate Logbook for this purpose for signing by the Users, which would be produced to the Department Controlling Authority (to be specified in the Work Order) for verification as and when required.
49. The driver will report for duty to the Controlling Authority (to be specified in the Work Order).

**B. Supply of Vehicles:-**

1. The vehicles required for hiring should be "diesel running" only.
2. The type of vehicle(s) to be provided should fall under any of the following categories:  
SwiftDzire/Excent/ Sumo/Bolero/Bolero Camper/Tata Indigo
3. Details list of Vehicles required by GMTD, BSNL Berhampur :-

SL. NO.	LOCATION TO REPORT	OFFICER TO BE REPORTED	PROPOSED VEHICLE	MONTHLY HIRE SLAB
01	Berhampur	GMTD, Berhampur	Non-A/C Diesel driven MUV /Dziire/Tata Indigo	Up to 1500 KM/per month
02	Berhampur	Transmission Section, Berhampur	Non-AC Diesel driven MUV (Bolero Camper)	Up to 2000 KM/per month
03	Berhampur	SDE(NWOP) Chatrapur	Non-AC Diesel driven MUV	Up to 2000 KM/per month
04	Berhampur	SDE(NWOP), Bhanjanagar	Non-AC Diesel driven MUV	Up to 2000 KM/per month
05	Berhampur	SDE(NWOP) Aska.	Non-AC Diesel driven MUV	Up to 2000 KM/per month
06	Berhampur	SDE(NWOP) Paralakhemundi	Non-AC Diesel driven MUV	Up to 2000 KM/per month

**Monthly KM Hire Slab:**

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

Monthly Hire slab	Quantity of Non- AC Dzire/xcent cars or similar type of sedan category vehicles	Quantity of Non AC Bolero or similar type Multi Utility Vehicles (MUV)
	<b>A</b>	<b>B</b>
<b>1500 KMs / month</b>	<b>1</b>	<b>0</b>
<b>2000 KMs / month</b>	<b>0</b>	<b>5</b>
<b>2500 KMs / month</b>	<b>0</b>	<b>0</b>
<b>3000 KMs / month</b>	<b>0</b>	<b>0</b>

**NOTE: 1. The Bidder is also required to quote for all Hiring slabs indicated in the respective Slab.**

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

50. The above requirement of vehicle SSA wise is tentative. The number of the vehicles may vary at any time during the period of contract by GMTD, BSNL, Berhampur.
51. Rejection of Bid:- The bid will be rejected in case of :-
- i) Non-submission of document as per clause 2 & 5 of Sec II.
  - ii) Bid quoted with conditional rate/adjustable price( clause 9 Sec II)
  - iii) Non-submission of bid security (clause 11 sec II)
  - iv) Non-submission of bid as per (clause 13 Sec II)
  - v) Late submission of bid (clause 14.1 Sec II)
  - vi) Non-acceptance of correction of price clause (17.2 Sec II)
52. Debarring conditions:-
- I. No sub-contracting of the service allotted is permissible.
  - II. Tampering of meter readings, Usage timings, overwriting of Log book and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
  - III. Service provider shall not engage any person below 18 years of age.
  - IV. No vehicle should be supplied having registration in the Name of any employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim. Also the vehicles must not be registered as private vehicles.

### 53. **E-tendering Instructions to Bidders**

Note:-The instructions given below are ITI" e-tender portal centric and for e- tenders invited by GMTD, BSNL Berhampur only.

#### **General**

These Instructions (for e-Tendering) supplement „Instruction to Bidders”, as enclosed in Sec II of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, GMTD, BSNL Berhampur is using the portal (<https://etenders.gov.in/eprocure/app>)

#### **a. Tender Bidding Methodology:**

Sealed Bid System – „ Two Stage– Using Three Envelopes\_.

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

#### **b. Broad outline of activities from Bidders prospective:**

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



10. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)  
 For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

**c. Digital Certificates**

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

**D. Registration**

The Tender document can be downloaded from the website: <https://etenders.gov.in/eprocure/app>. or [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in the e-format. Cost of Tender Document (in the form of Online banking/NEFT/TRGS) and Bid Security (in the form of online banking/NEFT/TRGS/BG). The BG (in original) have to be submitted to AGM (Admn & Plg), BSNL Berhampur-760001 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. The online payment slips are to be uploaded in e-tender portal. Amendments, if any, to the tender document will

be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/BSNL](http://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.

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

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

BSNL Contact-1	Shri S.B.Pradhan, AGM (Planning)) O/o GMTD Berhampur Tel.No.0680-2220300, Mob:9437963777 between 10:30 hrs to 17:00 hrs from 12.05.2020 to 26.05.2020, Email:agmagmtdber@gmail.com
BSNL Contact-2	Shri Achyuta Kanhar, SDE (Planning) O/o GMTD BSNL Berhampur, Tel.No.0680-2222910, Mob.No.9437499400 between 10:30 hrs to 17:00 hrs from 12.05.2020 to 26.05.2020, email id : akanhar70@gmail.com

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

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

The documents should be uploaded as follows

Sl. No	Documents	Yes	No	Not Applicable
1	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.			
2	EMD as per clause 11 of Sec-II & cost of bid document if downloaded from website. (Please refer sec-I & I (B) for EMD).			
3	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under rule with up to date return..			
4	Experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum two number of vehicle regarding satisfactory performance of the contract on hiring of vehicles as per Sectn-II 2(e)			
5	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 17-18 i.e. Assessment year 18-19.			
6	Self Attested copy of Certificate of no near-relatives working in BSNL as per Section-VIII.			
7	Self Attested copy of Letter of authorization as per Section X.			
8	Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Section I(B) ,Column B with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than 01-01-2015.The full details of such vehicles as per Annexure-A.			
9	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2015 for the required number of vehicles as per Section I(B),Column B applied for vide Annexure-B			
10	Self Attested copy of Bid form as per Section –VII.			
11	Self Attested copy of Information Sheet as per section XI.			
12	Self Attested copy of Undertaking & declaration as per format at Section: - XII.			
13	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be			
14	The bidder should sign with dates on all pages of bid document & the document submitted with the bid document.			
15	Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed.			
16	Self Attested copy of Declaration of Non - tampering of tender document-Annexure-D , duly filled and signed.			
17	Self Attested copy of the Check list vide Annexure-E			
18	Self Attested copy of vehicle model of the vehicles as per Annexure-A			
19	Self Attested copy of RC Book of the vehicles as per Annexure-A			
20	Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A			
21	Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A			
22	Self Attested copy of Taxi permit of the vehicles as per Annexure-A			
23	Self Attested copy of fitness certificate of the vehicles as per Annexure-A			
24	Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled works) as per Section V & V (A) duly filled and signed.			
25	Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II			
26	Self Attested copy of Declaration for Downloading the tender Document vide Annexure-F.			

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

56. **Special Note on Security of Bids**

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

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

57. **Public Online Tender Opening Event (TOE)**

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

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

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

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

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

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

58. **Other Instructions**

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

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

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

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

submission deadline on ETS

4. Submit your bids well in advance of tender submission deadline on ETS

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

**Minimum Requirements at Bidders end**

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

**59. Vendors Training Program**

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

**SECTION-III****GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

**2. Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value within **2 weeks** of conveying BSNL's intention for accepting the bid as Performance Security. The tendered value will be calculated with the approved rates with number vehicle for 12 Months. (Tendered value=Sum of hired charge for Twelve Months X number of vehicles )

2.2. **Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank valid for at least 18 months from the date of Agreement and the Proforma provided in section XIII of the bid document.**

2.4 Performance Security will be discharged **after 3 months** of completion of contractor's performance obligations under the contract.

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

**3 EXECUTION TIME LIMIT**

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

**4. PAYMENT TERMS**

i) At present BSNL is in ERP platform and The payment would be made to the contractor after observing all formalities in ERP system and on receipt of a bill in triplicate forwarded to the

controlling authority (specified in the work order). The bills shall also be accompanied with a pre-receipt duly stamped to facilitate early payment. The final receipt indicating particulars of payment viz. amount received cheques/draft No. & Date, Bill No. & Date and month of the bill etc. shall also be submitted on receipt of actual payment. The copies of GST paid return for the previous month/quarter as the case may be should be produced along with the bills for Payment otherwise bills will not be paid and the paying office will not be responsible for delay in payment.

- ii) The controlling authority is to verify the correctness of the bill as per the Log book specifically maintained for this purpose calculation thereof and give a certificate to the effect that the service provided by the contractor during the month was as per complaints received.
- iii) The controlling authority is to forward Two (2) copies of the bill & attested copy of log Book maintained for this purpose along with his certificate to the competent authority (specified in the work order) for necessary pass and effecting the payment. The triplicate copy will be retained by the controlling officer as his Office copy.
- iv) No advance payment is admissible.
- v) Payment will be made through RTGS centrally by CSC, O/o the CGMT, Bhubaneswar . The collection charges for encashing, if any will be borne by the contractor but not by the tendering authority
- vi) Deduction of Income Tax as applicable rate will have to be made from contractor's bill for credit to Central Govt. current rate of TDS is as applicable from time to time. Necessary certificate indicating the particulars of bill and amount of Income Tax deducted will be issued by the "Drawing and Disbursing Officer" on receipt of application from the contractor. Deduction of Income Tax shall be made on the cost of the Diesel consumed also.

4. (a) PRICE:
- i). The rates should be on monthly basis as well as daily basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in Scope of Work in Section-II. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.
  - ii). 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.
  - iii). In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
  - iv). 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

4.(b) **PRICE REVISION:**

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

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

**(Note:-** The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as 10 Kms in case of AC cars, 12 Kms in case of Non- AC Sumo/Bolero or similar type Cars, 15 Kms in case of Non-AC Xcent/Dezire or similar type Cars and 12 Kms in case of Non-AC Multi Utility Vehicles of any type in both Petrol & Diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

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

In case of minimum average run per litre of fuel (i.e Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

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

5.0 **Termination of Contract**

BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months notice in writing to the service provider.

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

- 5.1 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. **Termination for insolvency**

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

**7 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.

**8. Arbitration**

8.1.1 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 CGM, BSNL Odisha Bharat Sanchar Nigam limited (BSNL) of Odisha 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 CGM, BSNL Odisha 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 CGM, BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

**8.2** The venue of Arbitration proceeding shall be Office of CGM, BSNL Odisha or such other place as the arbitrator may decide.

**8.3** 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

**9. SET OFF**

9.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

9.2 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 such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

9.3 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.

**10. PRICE VARIATION:**

The BSNL shall not be responsible for any escalation on prices on account of increase in price of Labour or material or any other component what so ever. Contractor's rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

**11. PENALTY:**

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

12. (A) **VALIDITY & PERIOD OF CONTRACT:**

- (a) The rates quoted in the tender will have to remain valid throughout the contract period.
- (b) Tender acceptance authority, i.e., GMTD, BSNL BERHAMPUR, may before acceptance of the tender call the selected tenderer to negotiate the price and finalise the price before declaring the tenderer successful for execution of agreement.
- (c) On execution of agreement with the successful tenderer the contract will remain valid for one year from the date of signing of the contract. The contract can be extended up to six months by GMTD, BSNL Berhampur in interest of service which can be further extended for another six months.
- (d) The department reserves the right to terminate the contract by giving two-months notice without giving prior reason thereof as per Clause 5.0 Section-III.
- (e) The department may terminate/cancel the contract at any point of time due to unsatisfactory performance.
- (f) The contractor may also withdraw from his obligation to serve during the period of contract by giving at least two-months notice. Under such circumstance, his security deposit will be forfeited, if desired by GMTD, BSNL Berhampur authority.
- (g) The GMTD, BSNL Berhampur authority reserves the right to terminate the contract at any time due to administrative reasons or due to unsatisfactory performance or breach of any term of the contract. The decision of GMTD, BSNL Berhampur shall be final and binding.
- (h) The successful tenderer will be required to execute an agreement in non-judicial stamp paper of appropriate value in the proforma at Section-IX, for providing vehicle(s) on hiring basis. After a tender has been declared successful by the GMTD, BSNL Berhampur, the successful tenderer and the work awarding authority would be the two contracting parties for all purposes. The cost of the non-judicial stamp paper shall be borne by the contractor.
- (i) The estimated cost of the tender may be enhanced up to 25% of the estimated cost of tender in interest of service.

13. **FALL CLAUSE:**

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

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

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

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

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

13.4 In case under taking as in Clause 13.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.



**SECTION - IV**  
**SPECIAL CONDITIONS OF CONTRACT**

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

**SECTION – V**  
**FINANCIAL BID**

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

Dear Sir,

1. Having the conditions of contract and services to be provided Nos.....the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days 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 this..... Day of .....2020.

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

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

Witness.....

Address .....

Signature

Encls: Schedule of Requirement & Hire charges (attached with financial bid on next page as a Section – V (A))

**SECTION – V (A)****FINANCIAL BID****SCHEDULE OF REQUIREMENT AND HIRE CHARGES****\_(Scheduled Works): Monthly KM Hire Slab:**

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

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

DATE

SEAL

SIGNATURE

Contact Telephone Number

**SECTION - VI**  
**SERVICES TO BE PROVIDED**

- 1 Service** Service to be provided in supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring Basis for running within the jurisdiction of GMTD, BSNL Berhampur .The essence of the contract is to provide prompt punctual, efficient, safe, courteous and quality service.
- 2 Period of Contract** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period up to one year (maximum) if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates
- 3 Quantity** Estimated number of vehicles to be hired is 12 however it should be clearly noted that BSNL should place the order only as per the actual requirement from time to time.
- 4 Duty hrs.** Ten hours per day on all working days of month except Sundays (Weekly Off days & Holidays). However actual hours to be deployed shall be specified by users of vehicles.
- 5 Notice period)** For regular requirements one day in advance.  
II) Telephonic intimation shall be considered as notice.
- 6 Reporting** Any place within the jurisdiction of GMTD, BSNL Berhampur. Actual place of reporting shall be specified by users of vehicles.
- 7 Counting of distance** From starting point of user and the closing at the point where user completes his travel but chargeable distance in this respect shall be on actual basis or 5 Kms. Whichever is less.
- 8. Accuracy of meters** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness at any time at his sole discretion.
- 9. Penalty for breach of terms & conditions:**
- i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to **Rs. 500/-** may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of **Rs.800/-** per break down shall be imposed.
  - ii) The penalty for absence during extra Hour duty will be **Rs.200** per occasion and for Temporary absence during duty hours without valid permission shall be **Rs.500** per hour of absence.
  - iii) In case of non-availability of vehicles for any particular day penalty of **Rs.1000/-** per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
  - iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of Chief General Manager, BSNL, Odisha Circle, Bhubaneswar would be final.
  - v) No payment will be made for vehicles supplied by the Service Provider older than **01-04-2015** Model.
  - vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
- 10 Requirements**
- I) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
  - II) No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.

- III) Payment of any Govt. tax or duty for plying the vehicles In GMTD, BSNL Berhampur unit will be liability of contractor.
- IV) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.
- v) intending bidder should arrange issue of proper Identity Cards to the driver of the vehicle after verifying the antecedents of his drivers thro' Local Govt. offices.
- 11 Statutory Requirements- In case of Travel Agency**, It is desirable to have the Registration with EPF, ESI Code but if any of the one or two as above is not available with the bidder then the self certificate with reasons for their non- applicability should be submitted by the concerned bidder along with the technical bid. However, the submission of copy of valid labour registration certificate or valid labour license certificate alongwith the technical bid by the concerned bidder is a statutory requirement. The contractor ( employer ) must ensure to pay the minimum wages as applicable to respective motor drivers ( Skilled labourers ) as per rates decided from time to time by Dy. CLC ( Central ) , Bhubaneswar as per minimum wages Act- 1948 since the same is statutory requirement. The contractor ( employer ) should enclose the copy of muster roll register in form V vide rule 26 (5), the copy of Register of wages in form – X vide rule – 26(1) , the copy of Register of overtime in form – IV vide rule – 25 (2) , the copy of register of fines in form – I vide rule – 21(4) , the copy of register of deductions for damage or loss in form – II vide rule – 21 (4) and the copy of wage slips vide rule – 26(2) in respect of each and every motor driver ( skilled labourer ) alongwith the bills to BSNL , Berhampur to process for necessary payments etc.
- 12 Govt. Tax / Levy / Duty** other than GST for the vehicles will be borne by the Service Provider.
- 13 Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- 14 Driver's** attested/self attested copy of driving license (light motor vehicle) should be submitted during the contractual period.
- 15 Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- 16. Unused KMs** if any during a particular month in Plan-1 (monthly KM slabs) will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
- 17. Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- 18. Multi-utility Purpose-** If the department wants to take some stores to be transported, those stores to be transported by MUV.
- 19. Fuel-Fuel** charges will be reimbursed in the prevailing rate @ 12 KMs running per liter for Sumo/Bolero and 15 KMs running per liter for Tata Indigo vehicle.
- 20. Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
- 21. Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
- 22. Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- 23. Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.

**24. Debarring Conditions:-**

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

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

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

**26. Signing of integrity pact:**

The successful tenderer shall be required to sign the integrity pact on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) at his own cost as per the enclosed Proforma in Section XIV. The integrity pact will be signed separately along with the agreement.

**SECTION - VII**

**BID FORM**

**(To be attached with Section-VII A)**

To

**The General Manager  
Telecom District, BSNL  
Berhampur – 760001.**

Dear Sir,

Having the conditions of contract and services to be provided Nos. ....

1) the receipt of which is

hereby duly acknowledged, we, undersigned, offer to provide vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).Any deviation will result in the rejection of the bid.

a. Dated this .....Day of .....2020.

b. Signature of

c. In capacity of

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

e. Witness .....

f. Address .....

g. Signature

**SECTION-VII-A**  
**Technical Bid**

Sl.No.	Details of scanned Documents to be uploaded in the portal of ITI	Uploaded/Not uploaded
1	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm .	
2	EMD as per clause 11 of Sec-II & cost of bid document. (Please refer sec-I(B) for EMD).	
3	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under rule with up to date return.	
4	Experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum two number of vehicle regarding satisfactory performance of the contract on hiring of vehicles.	
5	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 17-18 i.e. Assessment year 18-19.	
6	Self Attested copy of Certificate of no near-relatives working in BSNL as per Section-VIII.	
7	Self Attested copy of Letter of authorization as per Section X.	
8	Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned/leased as per Section I(B) , Column B with valid permit from RTO in the name of proprietor/company/partners/director taken on valid lease agreement and not older than 01-01-2013.The full details of such vehicles as per Annexure-A.	
9	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2015 for the required number of vehicles as per Section I(B), Column B applied for vide Annexure-B	
10	Self Attested copy of Bid form as per Section –VII.	
11	Self Attested copy of Information Sheet as per section XI.	
12	Self Attested copy of Undertaking & declaration as per format at Section: - XII.	
13	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be	
14	The bidder should sign with dates on all pages of bid document & the document submitted with the bid document.	
15	Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed.	
16	Self Attested copy of Declaration of Non - tampering of tender document- Annexure-D , duly filled and signed.	
17	Self Attested copy of the Check list vide Annexure-E	
18	Self Attested copy of vehicle model of the vehicles as per Annexure-A	
19	Self Attested copy of RC Book of the vehicles as per Annexure-A	
20	Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A	
21	Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A	
22	Self Attested copy of Taxi permit of the vehicles as per Annexure-A	
23	Self Attested copy of fitness certificate of the vehicles as per Annexure-A	
24	Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled works) as per Section V & V (A) duly filled and signed.	
25	Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II	
26	Self Attested copy of Declaration for Downloading the tender Document vide Annexure-F.	



**Section-VIII**  
**(To be attached with Section-VII A)**

**CERTIFICATE OF NON-WORKING OF NEAR RELATIVES IN BSNL**

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

Signature of tenderer  
with date & seal

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

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

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

**SECTION-IX**  
**AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of 2017 between M/s \_\_\_\_\_ (herein after called the service provider whose term includes in successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through authorized official Sri \_\_\_\_\_.

And

Bharat Sanchar Nigam Ltd.(herein after called the BSNL whose terms includes its successors and assignees) who registered office is situated at 5th Floor, Sanchar Bhawan, Janpath, New Delhi -110001 and acting through its authorized officer GMTD, BSNL Berhampur. The service provider has deposited Rs.....

(Rupees.....**SECTION XIII**) 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 from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide Commercial vehicles not older than 01-01-2014 year model, on the rates accepted as described in schedule vide **SECTION-V** of this agreement. 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 tender document contained which are part and parcel of this agreement and forms integral part of this agreement and also the following:
3. The GMTD, BSNL Berhampur shall place an order for their requirement on the official Hire order and will receive acknowledgment 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 even of a conflict between these terms and the terms in hire order the terms of the agreement for vehicle hire shall prevail.
5. Service provider will provide vehicles to BSNL not older than three years (01-01-2015 model) and registered for the commercial purpose only and taxes, insurance etc, due on such vehicles shall be the liability of the service provider.
6. The service provider should provide the particular model or make of vehicle as require upon 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 after due certification from vehicle controlling officer to the SDE (MM) section of O/o GMTD, BSNL Berhampur on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall be provided with the logbook by the service provider where date, time, Kms reading and places visited are to be filled in and signed by the users/BSNL officials. In the basis of these log books the bill shall be raised to BSNL by the service provider. Counting of distance will be from garage to garage, but chargeable distance in this respect shall not be more than 5 Kms between user delivery address and the garage/normal parking place.
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-5.1 of Section III of the tender document.
10. In the event of any mechanical failure/break down of vehicle after its reporting duty, the service provider shall arrange for replacement by another commercial vehicle. Non-compliance may attract recovery of expenditure incurred as per clause 9 of Section VI of tender document.
11. In the event of failure on the part of service provider to supply vehicles as mentioned in the preceding paragraph penalty as per clause 9 (ii) of Section VI of tender document shall be imposed.
12. In case any accident resulting in loss or damage to property of life the sole, responsibility for any legal or financial implication would vest with the service provider. BSNL shall have no liberty whatsoever.
- 12.1 **Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Tax, Registration etc.**

- 13. The tender document no.:- which is annexed to this agreement shall form part and parcel of this agreement and integral part of this agreement.
- 14. The service provider is 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 will 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 during traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and 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 sub-let any part of the service once agreed directly or indirectly, to any third party .
- 18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT, Odisha Telecom Circle, Bhubaneswar of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGMT, Odisha Telecom Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT, Odisha Telecom Circle, Bhubaneswar of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.
- 19. 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 place where the service provider has registered; office.
- 20. The service provider will not be tampering the meter reading, vehicle usage timings, overwriting of The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by him and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
- 21. log books and allow misbehaviour of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
- 22. Service provider shall not engage any person below 18 years of age.
- 23. Rate charged by the service provider for the service given under the contract shall not be higher than the rates approved and will be regulated by clauses 4 (a) & 10 of Section III of bid document.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the Contractor  
 Name (caps) \_\_\_\_\_  
 Position \_\_\_\_\_  
 Date: \_\_\_\_\_

For and on behalf of the BSNL  
 Name (caps) \_\_\_\_\_  
 Position \_\_\_\_\_  
 Date: \_\_\_\_\_

Read, understood, complied & agreed

Signature & seal of bidder

**SECTION X****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before date of bid opening)****To****The Principal General Manager  
Telecom District, BSNL  
Berhampur – 760001.**Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in the Tender of  
vehicle hiring in GMTD, BSNL Berhampur, Odisha.Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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I.

II.

Alternate Representative

Signature of bidder

Or

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

- Note: 1. Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION-XI**  
**INFORMATION ABOUT TENDERER**

**(To be attached with Section-VII A)**  
**(All the columns of this sheet are to be properly filled up and submitted)**

1. Name of firm / Individual / Tenderer :
2. Name of proprietor/authorized person signing the tender:  
(Submit proper authorization letter, if not proprietor)
3. Registration No. Of firm / License particulars:
4. Present Address:
  
5. Permanent Address / Registered Address:
  
6. Telephone No.(a) Office: \_\_\_\_\_ (b) Residence: \_\_\_\_\_
  
7. Proof of authorized dealer.
8. Income Tax PAN:
9. Bank A/C No. & Bank details:
10. EMD particulars:
11. Experience particulars:
12. GST Regn. NO.:-

Date :

Signature of Tenderer :

Place :

**Section:- XII**  
**(To be attached with Section-VII A)**  
**UNDERTAKING**

This deed of undertaking executed on this ..... Day of ..... Two thousand and..... by ( Name of sole proprietor/Partner/Director/authorized representative ,the firm, company, Trust, Society, etc.).....S/O..... residing at..... on behalf of said M/s

.....(Name of firm, Company, Trust, Society, etc.) having its office at ..... and duly authorized to sign, file and verify present undertaking by the said.....(Name of the firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government Of India Undertaking having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, and local office at Door Sanchar Bhawan, BSNL Berhampur herein after called BSNL(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/s BSNL invited bids for.....I/we participated in the bidding process and emerged as successful bidder with respect to Tender no.:- V-16/NT/Pt-III/2019-20/05 Dt. 11.05.2020. I/We ..... acknowledge that I/We..... have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that ;

I/we ..... shall comply with all the rules /regulations /laws/government instructions/Status etc. that are applicable /will be made applicable and or are aimed to protect the interest of the workers/employees engaged by me/us in the past and during the course of performance of the contract with BSNL.

I/We..... shall comply with all the rules/regulations/laws/government instructions/status etc. that are applicable/will be made applicable and or are aimed to protect the interest of the workers /employees engaged by me/us in the past and during the course of performance of the contract with BSNL.

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

OR

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

OR

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

**DECLARATION**

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

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

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

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

Date:-

Place:-

(Signature.....)

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

Witness:-1:-.....

2 :-.....

**SECTION-XIII**  
**PERFORMANCE SECURITY GUARANTEE (BOND FORM)**

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

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

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

4. We (name of the bank) .....further agree that the guarantee herein contained shall  
remain in full force and effect immediately for a period of 18 months from date herein and further agrees to extend  
the same from time to time (18 months after) so that it shall continue to be enforceable till all the dues of the BSNL,  
under or by virtue of the said agreement have been fully paid and its claims satisfied or  
discharged or till BSNL, \_\_\_\_\_ certifies that the  
terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s)  
and accordingly discharges this guarantee.

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

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

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

Dated the . . . . . date . . . . .

For . . . . . (indicate the name of the Bank)

**SECTION-XIV****INTEGRITY PACT**

Between

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

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The

Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1- Commitments of the principal**

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

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

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

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

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

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

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

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

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



(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 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.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural

## Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 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.

.....

.....

..... For the

.....  
.....  
for the Bidder/Contractor

Principal

Place.....

Witness 1: .....

Date.....

Witness 2: .....

**Annexure-A****STATEMENT OF VEHICLES TO BE OWNED/ON LEASE TO BE SUPPLIED BY THE BIDDER****Bidder's Name:-**

Details of "Owned /leased " vehicles of THREE years old or less in our fleet of operation as on date of NIT:									
Sl. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type (Indigo / Sumo / Bolero etc.)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
					Please specify				
01									
02									
03									
04									
05									
06									
07									
08									
09									
10									

**Note : Use additional sheets if required.**

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

**Declaration:**

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

**Annexure-B**  
**Declaration of supply of commercial vehicles**

I,.....(authorized signatory) hereby  
declare that I shall supply commercial vehicles of Model not earlier than 01-01-2015 for the required  
number of vehicles as per Annexure-A.

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer :-

**ANNEXURE - C**

**DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE**

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

Place : Signature of the Tenderer:-

Date Name of the Tenderer :-

**Annexure-D**

**DECLARATION OF NON-TAMPERING OF TENDER DOCUMENT**

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

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Read, understood, complied & agreed

Signature & seal of bidder

**Annexure-E**  
**Check List for Bidder**

S/N	Particulars	Yes	No	Not Applicable
1	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India/State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm			
2	EMD as per clause 11 of Sec-II & cost of bid document. (Please refer Sec-I(B) for EMD).			
3	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable under rule with up to date return.			
4	Experience certificate from the competent authority for at least one year before the date of NIT from any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms of providing minimum two number of vehicle regarding satisfactory performance of the contract on hiring of vehicles			
5	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 17-18 i.e. Assessment year 18-19			
6	Self Attested copy of Certificate of no near-relatives working in BSNL as per Section-VIII.			
7	Self Attested copy of Letter of authorization as per Section X.			
8	Self Attested copy of RC books /valid lease deeds for the number of commercial vehicles owned / leased as per Section I(B) ,Column B with valid permit from RTO in the name of proprietor / company / partners / director taken on valid lease agreement and not older than 01-01-2015. The full details of such vehicles as per Annexure-A.			
9	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of Model not earlier than 01-01-2015 for the required number of vehicles as per Section I(B), Column B applied for vide Annexure-B.			
10	Self Attested copy of Bid form as per Section –VII.			
11	Self Attested copy of Information Sheet as per section XI			
12	Self Attested copy of Undertaking & declaration as per format at Section: - XII.			
13	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.			
14	The bidder should sign with dates on all pages of bid document & the document submitted with the bid document			
15	Self Attested copy of Clause by clause compliance- Annexure-C, duly filled and signed.			
16	Self Attested copy of Declaration of Non - tampering of tender document- Annexure-D , duly filled and signed.			
17	Self Attested copy of the Check list vide Annexure-E			
18	Self Attested copy of vehicle model of the vehicles as per Annexure-A			
19	Self Attested copy of RC Book of the vehicles as per Annexure-A			
20	Self Attested copy of Road Tax paid receipt of the vehicles as per Annexure-A			
21	Self Attested copy of vehicle Insurance policy of the vehicles as per Annexure-A			
22	Self Attested copy of Taxi permit of the vehicles as per Annexure-A			
23	Self Attested copy of fitness certificate of the vehicles as per Annexure-A			
24	Self Attested copy of Rates quoted in the Price Schedule (Both for Scheduled works & Non Scheduled I works) as per Section V & V (A) duly filled and signed.			
25	Self Attested copy of the power of attorney as stated in Clause 2 of Sec-II			
26	Self Attested copy of Declaration for Downloading the tender Document vide Annexure-F.			



**Annexure-F**

**Declaration for Downloading the tender Document**

“ I ..... (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [https://etenders.gov.in/eprocure/app\\_or\\_www.odisha.bsnl.co.in](https://etenders.gov.in/eprocure/app_or_www.odisha.bsnl.co.in) and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed the particulars payment for Rs...../- towards the cost of tender document along with this bid”

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

Date:

Signature of Tenderer

Place:

Name of Tenderer  
Along with date & Seal