Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)
O/o GENERAL MANAGER TELECOM DISTRICT DURG-491001

BID DOCUMENT

E-TENDER DOCUMENT FOR HIRING OF COMMERCIAL VEHICLES FOR FIELD & HQs DUTIES FOR SSA DURG

TENDER NO. : GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED 14/08/2019

COVER PAGE

TABLE OF CONTENTS

SECTION	CONTENT	PAGES NO.
	QUALIFYING BID DOCUMENTS	1
	TABLE OF CONTENTS	2
	NOTICE INVITING TENDER (CONDENCED)	3
I	NOTICE INVITING TENDER	4-6
IIA	INSTRUCTIONS TO BIDDERS	7-13
IIB	E-TENDERING INSTRUCTIONS TO BIDDERS	14-17
III	GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT	18-20
IV	SPECIAL CONDITIONS OF CONTRACT	21-24
	FINANCIAL BID	25-26
V	SCHEDULE OF HIRE CHARGES (FINANCIAL BID)	26
V-A	SCOPE OF WORK AND SCHEDULE OF REQUIREMENT	27
VI	SERVICES TO BE PROVIDED	28-30
VII	FINANCIAL BID FORM	31
VII-A	TECHNICAL BID FORM	32
ANNEXURE-2A	STATEMENT OF VEHICLES OWNED BY THE BIDDER	33
VIII	BID SECURITY FORM	34
IX	PERFORMANCE SECURITY BOND FORM	35-36
X	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	37
XI	FORMAT OF DUTY SLIP	39
XII	AGREEMENT FOR VEHICLE HIRE	39-43
APPENDIX I	LIST OF OFFICIALS	44
APPENDIX II	HIRE ORDER	45
APPENDIX-III(A)	SELF – DECLARATION (A)	46
APPENDIX-III(B)	SELF – DECLARATION (B)	47
APPENDIX-IV	U N D E R T A K I N G	48-49
APPENDIX-V	PAYMENT INSULATION UNDERTAKING	50
XIII	DECLARATION (IV)	51

निविदा आमंत्रण सूचना

क्रंमाक : मप्रदूजि / दुर्ग / टी / डब्ल्यू–63–02 / हायरिंग ऑफ व्हीकल्स / 19–20 / 19 दिनाँक : 14 / 08 / 2019

बी.एस.एन.एल. की ओर से महाप्रबंधक दूरसंचार जिला दुर्ग द्वारा सक्षम ठेकेदारों से **"दुर्ग एस एस ए में फील्ड एवं एच क्यू. डयूटी के लिए कामर्शियल व्हीकल्स किराये पर लेने हेतु"** इलेक्ट्रानिक–निविदाएं आमंत्रित की जाती है। निविदा की कुल अनुमानित लागत 45.27 लाख रुपये निविदा खोलने की तिथि 06 / 09 / 2019 समय 12.00 बजे है।

विस्तृत जानकारी के लिए कृपया वेबसाईट – www.chhattisgarh.bsnl.co.in या www.tenderwizard.com/BSNL पर लॉग ऑन करें।

सहायक महाप्रबंधक (एन.डब्ल्यू.पी.)
कार्यालय महाप्रबंधक दूरसंचार,
जिला–दुर्ग

नये कनेक्शन या ब्राडबैंड के लि, SMS करें LL या BB लिखकर BSNL उपभोक्ता 54141 पर एवं अन्य 9400054141 पर

SECTION-I

NOTICE INVITING TENDER

1	Name of Work	E-Tender for hiring of Commercial Vehicles under BSNL SSA DURG		
2	Tender No	NO. GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19. DATED 14/08/2019.		
3	Validity of tender offer	180 days from opening date.		
4	Business Area (BA) /details of works	Durg SSA		
4a	Type of vehicles (Non AC, Diesel)	Car	Hard Top	Van
4b	No of Vehicles	1	5	2
5	Estimates Cost (Rs in lakhs) (Apprx).	**45.27**		
6	EMD (Rs)	**1,13,175/-**		
7	Cost of Tender Document (Rs)	**590/-**		
8	Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in Tender link for study and record. The official copy of tender document for participating in E-tender shall be available for downloading from https://www.tenderwizard.com/BSNL from 15-08-2019, 11:00 Hrs onwards up to 11.25 Hrs of 06-09-2019.			
09	Availability of online tender document	The tender document shall be available for downloading from 11:00 Hrs of 15-08-2019 onwards up to 11.25 Hrs of 06-09-2019. Tender documents shall be available on portal mentioned in DNIT only and to be submitted online. Physical copy will not be available for sale and will not be accepted.		
10	Time and last Date of online submission of tender	Duly filled Tender document along with all documents should be submitted on line on portal https://www.tenderwizard.com/BSNL on or before 11.30 Hrs of 06-09-2019.		
11	Time and Date of online opening of tender	12.00 Hrs on 06-09-2019.		
12	Venue of tender submission and opening	AGM (NWP) O/o GENERAL MANAGER TELECOM DISTRICT DURG-491001		
13	Amendments/Corrigendum of bid	Up to 17:00 Hrs of 30-08-2019**.**		
14	EMD and cost of tender	EMD is to be paid in the form of DD / Bankers cheque payable at Durg. EMD should be in favor of AO (Cash) O/o GENERAL MANAGER TELECOM DISTRICT DURG-491001. Cost of bid can be in the form of DD / Cash / Bankars Cheque in favor of AO (Cash) O/o GENERAL MANAGER TELECOM DISTRICT DURG-491001 payable at Durg. Cash receipt must be submitted with tender as per tender submission procedure. MSE bidders are exempted from payment of EMD/cost of bid as per valid certification on date of bid opening.		

TERMS AND CONDITIONS OF THE TENDER:

1. **Purchase of Tender Document: As per S. No. 8 of DNIT**.

Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in Tender link. The official copy of tender document for participating in e-tender shall be available for downloading from https://www.tenderwizard.com/BSNL from 15-08-2019

1.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque/Cash along with their tender bid as per bid submission procedure, failing which the tender bid

shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL, O/o GMTD BSNL DURG " and payable at DURG.

1.2 The tender documents shall be issued free of cost to eligible bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption.

1.3 Contract period is for one year with provision of extension for further one year or part thereof on same terms and conditions.

2. **Bid Security/EMD:** The bidder shall furnish the bid EMD in one of the following ways:-

2.1 The bidder shall furnish the bid EMD by Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o GMTD DURG" and payable at DURG, from a Nationalized /scheduled bank drawn in favour of "AO (Cash), BSNL, O/o GMTD DURG" which should be **valid for 180 days** from the tender opening date.

2.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item

2.3 The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected.

3. The tender document & all other documents establishing bidder's eligibility & qualifications are to be submitted as per online submission details given in tender document.

4. Rates to be quoted by the tenderer in the prescribed format**.**

5. The bidder shall furnish a declaration in his tender bid 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 the website with amendments as uploaded by department. In case of discrepancy of bid submitted from the one uploaded by department, the bid will be rejected and a case of fraud will be registered with police.

6. **Place of opening of Tender bids:** Tenders will be opened online at AGM (NWP), BSNL Room No 21, DOORSANCHAR BHAWAN PATEL CHWOK G.E. ROAD DURG 491001 (Contact at 9424140440/ 9425268855).

7. A authorized representatives of bidders (i.e. vendor organization) can attend the tender opening event at the tender opening venue as given above**.**

8. Tender bids received after due time & date will not be accepted.

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

10. The BSNL GMTD Durg reserves the right to accept or reject any or all tender bids without assigning any reason and not bound to accept the lowest tender.

11. All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

12. In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

13. **The tenders which are not submitted in above mentioned manner will be rejected.**

E-TENDER FOR HIRING OF COMMERCIAL VEHICLES UNDER BSNL SSA DURG

14. **Eligibility Criteria :-Documents required to be submitted for establishing Bidders Eligibility and Qualifications**

i) Copy of Registration of firm/certificate of incorporation in case of company

ii) Copy of Partnership Deed if applicable.

iii) Copy of EPF registration no.

iv) Copy of ESI registration no.

v) Copy of PAN No (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor & in case of Consortium PAN No. of leading bidder is to be enclosed)

vi) Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the financial year 2017-18 should be at-least 40% of estimates cost.

vii) Attested copy of Latest Annual Audited Account for year 2017-18.

viii) Copy of Valid GST Registration

ix) The tenderer who possess experience of having successfully completed works for providing vehicles in BSNL/DOT/PSU /Govt. department (State / Central) during last 7 years one who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered if the SSA is headed by T.D.E.

a) Three completed works costing/quantity not less than the amount equal to 40% of the estimated cost/quantity.

OR

b) Two completed works costing/quantity not less than the amount equal to 50% of the estimated cost/quantity.

OR

c) One completed works costing/quantity not less than the amount equal to 80% of the estimated cost/quantity.

No any proprietor/ Partner's of any firm or company should be blacklisted in anywhere in India by BSNL or other PSU/Organization. An undertaking is to be given by all the proprietor/ Partner's that, any of his firm or partner is not blacklisted anywhere in India by any organization/PSU/Govt. Body, if said condition come to notice at any time of contract period, then entire amount of EMD, Performance security & Bank Guarantee shall be forfeited & all running contract shall be terminated. Such contractors/firms are required to submit a certificate from the concern SSA (Officer not below the rank of DGM), that the contractors/firms performance has been satisfactory.

x) Self Declaration (A) non of relatives working in BSNL

xi) Self Declaration (B) that firm is not barred from participation anywhere in BSNL

xii) Payment insulation under taking.s

xiii) The bidder should have own or have on lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% (2 Vehicles) of the total quantity estimated for hiring with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years (August'2019).The full details of the vehicles and a clear declaration that the firm will be able to supply only commercial vehicles of model not older than three years (August 2019) shall be provided.

xiv) Valid MSE Certificate, if applicable.

xv) List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

xvi) Income-tax Return filed copy (Assessment Year 2018-19)

xvii) Declaration IV regarding to allow use of vehicles supplied by me for carriage of cable (U/G & OFC), Tools, Instruments & man power as required by operational needs of BSNL.

Note :- (1) Tender/contract with successful bidder may be cancelled/pre-closed before finalization/earlier than agreement period, in case of any umbrella coverage of tendered work by higher office of BSNL DURG or change of technology or administrative or business reason without any financial liability to BSNL from bidder/contractor. The decision of GMTD BSNL DURG will be final and binding on bidder / contractor.

Note :- (2) The tender, which is not accompanied by the requisite bid security, shall be summarily rejected. Tender will not be accepted/received after expiry date and time. The GMTD Durg reserves the right to reject any or all tenders without assigning any reason what-so-ever.

Note :- (3) The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item. In the case of MSE (Micro and small enterprises) units the bidder should declare UAM number (**U**dyog **A**adhar **M**emorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online. The units registered under single point registration scheme of NSIC /MSE units for **hiring of vehicle works** are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out **hiring of vehicle works** along with bid document.

Assistant General Manager (NWP)
O/o General Manager Telecom
BSNL, Durg

Copy to :

1. **Notice Board**
2. **Also visit us at - "www.chhattisgarh.bsnl.co.in" or "https://eprocure.gov.in"**

SECTION-II-A
Instruction to the Bidders

1. **Bidder Eligibility:**

Documents required to be submitted for establishing Bidders Eligibility and Qualifications

i) Copy of Registration of firm/certificate of incorporation in case of company

ii) Copy of Partnership Deed if applicable.

iii) Copy of EPF registration no.

iv) Copy of ESI registration no.

v) Copy of PAN No (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor & in case of Consortium PAN No. of leading bidder is to be enclosed)

vi) Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the financial year 2017-18 should be at-least 40% of estimates cost.

vii) Attested copy of Latest Annual Audited Account for year 2017-18.

viii) Copy of Valid GST Registration

ix) The tenderer who possess experience of having successfully completed works for providing vehicles in BSNL/DOT/PSU /Govt. department (State / Central) during last 7 years one who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered if the SSA is headed by T.D.E.

a) Three completed works costing/quantity not less than the amount equal to 40% of the estimated cost/quantity.

OR

b) Two completed works costing/quantity not less than the amount equal to 50% of the estimated cost/quantity.

OR

c) One completed works costing/quantity not less than the amount equal to 80% of the estimated cost/quantity.

No any proprietor/ Partner's of any firm or company should be blacklisted in anywhere in India by BSNL or other PSU/Organization. An undertaking is to be given by all the proprietor/ Partner's that, any of his firm or partner is not blacklisted anywhere in India by any organization/PSU/Govt. Body, if said condition come to notice at any time of contract period, then entire amount of EMD, Performance security & Bank Guarantee shall be forfeited & all running contract shall be terminated. Such contractors/firms are required to submit a certificate from the concern SSA (Officer not below the rank of DGM), that the contractors/firms performance has been satisfactory.

x) Self Declaration (A) non of relatives working in BSNL

xi) Self Declaration (B) that firm is not barred from participation anywhere in BSNL

xii) Payment insulation under taking's

xiii) The bidder should have own or have on lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% (2 Vehicles) of the total quantity estimated for hiring with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from August 2019.The full details of the vehicles and a clear declaration that the firm will be able to supply only commercial vehicles of model not older than three years from August 2019 shall be provided.

xiv) Valid MSE Certificate, if applicable.

xv) List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

xvi) Income-tax Return filed copy (Assessment Year 2018-19)

xvii) Declaration IV regarding to allow use of vehicles supplied by me for carriage of cable (U/G & OFC), Tools, Instruments & man power as required by operational needs of BSNL.

2. **Right to Accept or Reject**

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

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** (to be submitted by bidder participating in the tender)

4.1 Bid document includes -

a. Notice Inviting Tender
b. Instructions to bidders
c. General condition (Commercial) of the contract
d. Special conditions of contract
e. Scope of work and schedule of requirement
f. Services to be provided
g. Bid form and price schedule
h. Bid security form
i. Performance Security Bond Form
j. Letter of authorization to attend bid opening.
k. Declaration regarding near relatives in BSNL.
l. Declaration on not being debarred from participation in tender in any unit of BSNL.
m. Payment insulation undertaking.

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 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of E-Tender. The modification in bid document due to such query will be uploaded on circle website as addendum/ corrigendum for all prospective bidders.

4.4 At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder modify the bid documents by amendments which shall be uploaded on circle's website and binding on all bidders.

5.<u>Document Comprising Bid</u> :- The bid prepared by bidder shall comprise of following components

a. Documentary evidence established as per clause (1) that bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. All documents must be notarized attested.
b. Bid security as per clause (9)
c. Clause by clause compliance as per clause (8)
d. Bid form and price schedule duly completed as per clause (6) and clause (7)

6.The bidder shall complete the Financial Bid Form as per Section-VII along with appropriate price schedule as per requirement furnished in Section –V of the bid document and Technical Bid Form as per Section-VII-A

7.Bid Price:-

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

8.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.

9.Bid security :- Pursuant to clause 5, the bidder must deposit Bid Security as mentioned in NIT .The Bid Security shall be in the form of Demand Draft may be submitted in separate cover.

a. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 18 and furnishing the performance security.

10.The Bid Security may be forfeited:

(a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

(b) If the successful bidder fails to sign contract in accordance with clause 18 section IV or to furnish performance security in accordance with clause 2 of Section **III**.

11.(a) A bid not secured in accordance with para 9(a) shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.

(b) The bid security of unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity subjected to availability of fund.

12.Format and signing of bid :-

(a) EMD Receipt/DD/FDR/BG to be enclosed in First envelope marked as "Bid Security/EMD". & a separate DD is to be enclosed for cost of tender form for the tender documents if downloaded from website. DD/FDR/BG should be of Nationalized / Scheduled Bank.

(b) The tender document & all other documents establishing bidder's eligibility & qualifications are to be enclosed in second envelope & to be marked as "Qualifying Bid".

(c) Rates to be quoted by the tenderer in the prescribed format are to be enclosed in third envelope & marked as "Financial Bid".

(d) The three envelopes containing (i) EMD/Bid Security, (ii) Qualifying bid and (iii) Financial bid should be enclosed in separate envelopes to be properly sealed by packing PVC Tape or sealing wax. These three envelopes are to be placed inside a main envelope which also should be properly sealed by packing PVC Tape or sealing wax.

(e) **All the above four envelops should individually have the following details on them: a.** Tender No. **b.** Name of work of tender **c.** Name of the firm/bidder

(f) 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.

(g) The power of Attorney to 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.

(h) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favor of the said Attorney.

13. <u>SUBMISSION OF BIDS</u>

<u>Method of preparation of bid</u>:

13.1No. of Bid Submission Stages for tender : Single Stage.

No. of Envelopes for submission of Bids : Two Nos- Techno commercial & Financial. If Techo-commercial bid is found suitable, then only the Financial bid will be opened.

Note 1 The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 2 The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened

First envelope will be named as techno-commercial bid will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial bid containing financial quote. These envelopes shall contain one set of the following documents :-

Techno-commercial envelope shall contain:-

i) Copy of Registration of firm/certificate of incorporation in case of company

ii) Copy of Partnership Deed if applicable.

iii) Copy of EPF registration no.

iv) Copy of ESI registration no.

v) Copy of PAN No (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor & in case of Consortium PAN No. of leading bidder is to be enclosed)

vi) Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the financial year 2017-18 should be at-least 40% of estimates cost.

vii) Attested copy of Latest Annual Audited Account for year 2017-18.

viii) Copy of Valid GST Registration

ix) The tenderer who possess experience of having successfully completed works for providing vehicles in BSNL/DOT/PSU /Govt. department (State / Central) during last 7 years one who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered if the SSA is headed by T.D.E.

a) Three completed works costing/quantity not less than the amount equal to 40% of the estimated cost/quantity.

OR

b) Two completed works costing/quantity not less than the amount equal to 50% of the estimated cost/quantity.

OR

c) One completed works costing/quantity not less than the amount equal to 80% of the estimated cost/quantity.

No any proprietor/ Partner's of any firm or company should be blacklisted in anywhere in India by BSNL or other PSU/Organization. An undertaking is to be given by all the proprietor/ Partner's that, any of his firm or partner is not blacklisted anywhere in India by any organization/PSU/Govt. Body, if said condition come to notice at any time of contract period, then entire amount of EMD, Performance security & Bank Guarantee shall be forfeited & all running contract shall be terminated. Such contractors/firms are required to submit a certificate from the concern SSA (Officer not below the rank of DGM), that the contractors/firms performance has been satisfactory.

x) Self Declaration (A) non of relatives working in BSNL

xi) Self Declaration (B) that firm is not barred from participation anywhere in BSNL

xii) Payment insulation under taking.s

xiii) The bidder should have own or have on lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% (2 Vehicles) of the total quantity estimated for hiring with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from August 2019).The full details of the vehicles and a clear declaration that the firm will be able to supply only commercial vehicles of model not older than three years from august 2019 shall be provided.

xiv) Valid MSE Certificate, if applicable.

xv) List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

xvi) Income-tax Return filed copy (Assessment Year 2018-19)

xvii) Declaration IV regarding to allow use of vehicles supplied by me for carriage of cable (U/G & OFC), Tools, Instruments & man power as required by operational needs of BSNL.

Financial envelope shall contain: Electronic Form- financial bid along with Price Schedule

Note 3:- The following documents are required to be submitted offline to AGM (NWP), % GMTD Durg, Door Sanchar Bhawan, Patel Chowk Durg 491001 on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "**Do Not Open Before** (due date & time of opening of tender)

i) EMD – Bid security (original copy) as per DNIT
ii) Cost of tender document as per DNIT
iii) Power of Attorney and authorization for executing the power of Attorney if applicable.
iv) PASS PHRASE for both part (Technical and Financial) in sealed envelope.

15. The tenderer will be bound by all terms, conditions & specifications as detailed in the tender document.

16. Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the condition will be permitted after the tender is opened.

17. Tenders should be addressed to AGM (NWP), BSNL Room No-104, First floor , Door Sanchar Bhawan Durg O/o GMTD DURG -491001 and submitted online before the closing (date & Time) of tender, as mentioned in DNIT. The tenderer is to ensure the submission bids at the correct address and within time. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

LATE BID

Tender will not be accepted /received after the specified date and time notified by BSNL and the same shall be rejected/ left archived un opened. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

18. OPENING OF BID BY THE BSNL

18.1. The BSNL shall open the bid online in the presence of bidders or his authorized representatives who choose the attend as schedule given in DNIT. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

18.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

18.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (NWP), % GMTD Door Sanchar Bhawan Patel Chowk Durg-491001 for retention. Techno-commercial bids will be evaluated by Tender evaluation Committee & approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice by sms/ telephone/ fax/ regd post.

(ii) 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 next working day, time and venue remaining unaltered.

19. After opening the "Financial Bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate; will be announced at the opening.

19.1. In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

20. Evaluation

20.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order

20.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

20.3 : (1) The tender will be evaluated on overall lowest composite cost of hiring of all types of vehicles in PLAN-1 for tenders participated for business areas Durg SSA.

(2) For out station journey and halt, OT claim will not be applicable.
(3) In plan-I rates for 1500 km and 2500 Km have to be filled in financial bid as per format given above.
(4) In plan-II all relevant rates have to be filled in financial bid.
(5) BIDDER HAS TO SUBMIT SEPARATE TENDER FOR EACH BUSINESS AREA
(6) A bid that is most beneficial/ economical to BSNL will be the one, evaluated as most attractive and will be finally accepted.

21. Award of Contract

BSNL 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 IX with the bid document.

22. Right to vary quantities

BSNL reserves the right at the time of award or and any time during currency of the contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions. The quantity can also be varied within the power of GMTD Durg if competent authority so decides any time during currency of the contract. Unless otherwise conveyed in writing, contractor will not be paid any amount for engaging additional vehicle beyond 25% limit.

23. **Signing of Contract**

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

23.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 9,10,11.

24. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

25. **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 BSNL as non-responsive. The bidder will be bound to sign contract on these rates which will be valid as mentioned in the tender document elsewhere about period of contract.

(ii) BSNL may on its own decide to extend the period of contract or request may be received from bidder for such extension.

26. EXTENSION OF THE TIME, QUANTITY & AMOUNT LIMIT:

26.1 The Company / head of SSA reserves the right to **increase/decrease** the **time period,** of the tender on the same terms & condition, rates & specifications etc. up-to ONE YEAR or part thereof if it is in the interest of the department/ BSNL .

27. Vehicles will be normally deployed in business area specified in NIT, however it may also be used anywhere within DURG SSA or BSNL in general if situation arises, at same terms and conditions. Therefore bidder must have capability to provide vehicles with necessary required documents as per RTO / state Govt/ MoST acts or laws.

SECTION-II-B E-tendering Instructions to Bidders

Note :-The instructions given below are ITI Limited e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General :

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering; GMTD BSNL DURG is using the portal https://. www.tenderwizard.com/BSNL through ITI Limited, a Government of India Undertaking.

1. Tender Bidding Methodology:

E-tender Bid System – '**Two** Stage –

1. Techno-commercial bids
2. Financial bids(cost bid)

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

Please keep in note that after verification of uploaded documents to its ORIGINAL DOCUMENTS financial bid would be open.

1.1 Downloaded Tender documents should be uploaded online through E-tender portal: https://www.tenderwizard.com/BSNL without any corrections and overwriting in original, duly digitally signed by bidder.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on ITI Limited Portal
3. Create Users and assign roles on ITI Limited
4. View Notice Inviting Tender (NIT) on ITI Limited
5. Download Official Copy of Tender Documents from ITI Limited
6. Bid-Submission on ITI Limited: Prepare & arrange all document/paper for submission of bid online and offline.

7. Submission of offline documents in sealed envelope at AGM(NWP), O/o GMTD BSNL DURG-491001 (Chhattisgarh).size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

8 Utmost care may be taken to name the files/documents to be uploaded on ITI Limited.

9 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part A (Excel Format) may be downloaded and rates may be filled appropriately.

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 ITI Limited

3. 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 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Method for submission of bid documents

In this tender the bidder has to participate in ITI Limited e-tender portal online. Some documents are to be submitted physically offline. For details please see below.

4.1. Offline submission:

The bidder shall submit the following documents offline to AGM (NWP), O/o GMTD BSNL DURG-491001 (Chhattisgarh). on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).
2. DD for EMD-Bid Security (Original copy).
3. Original Affidavit.
4. Original Power of Attorney (If applicable)

NOTE: DD - drawn in favour of AO (Cash), O/o GMTD, BSNL DURG Chhattisgarh; PIN -491001, payable at Durg, against payment of tender fee.

4.2 Online submission is in two stage

(A) Contents of 1st stage (Techno-Commercial Bid)

i) Copy of Registration of firm/certificate of incorporation in case of company

ii) Copy of Partnership Deed if applicable.

iii) Copy of EPF registration no.

iv) Copy of ESI registration no.

v) Copy of PAN No (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor & in case of Consortium PAN No. of leading bidder is to be enclosed)

vi) Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the financial year 2017-18 should be at-least 40% of estimates cost.

vii) Attested copy of Latest Annual Audited Account for year 2017-18.

viii) Copy of Valid GST Registration

ix) The tenderer who possess experience of having successfully completed works for providing vehicles in BSNL/DOT/PSU /Govt. department (State / Central) during last 7 years one who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered if the SSA is headed by T.D.E.

a) Three completed works costing/quantity not less than the amount equal to 40% of the estimated cost/quantity.

OR

b) Two completed works costing/quantity not less than the amount equal to 50% of the estimated cost/quantity.

OR

c) One completed works costing/quantity not less than the amount equal to 80% of the estimated cost/quantity.

No any proprietor/ Partner's of any firm or company should be blacklisted in anywhere in India by BSNL or other PSU/Organization. An undertaking is to be given by all the proprietor/ Partner's that, any of his firm or partner is not blacklisted anywhere in India by any organization/PSU/Govt. Body, if said condition come to notice at any time of contract period, then entire amount of EMD, Performance security & Bank Guarantee shall be forfeited & all running contract shall be terminated. Such contractors/firms are required to submit a certificate from the concern SSA (Officer not below the rank of DGM), that the contractors/firms performance has been satisfactory.

x) Self Declaration (A) non of relatives working in BSNL

xi) Self Declaration (B) that firm is not barred from participation anywhere in BSNL

xii) Payment insulation under taking.s

xiii) The bidder should have own or have on lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% (2 Vehicles) of the total quantity estimated for hiring with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from august 2019.The full details of the vehicles and a clear declaration that the firm will be able to supply only commercial vehicles of model not older than three years from august 2019) shall be provided.

xiv) Valid MSE Certificate, if applicable.

xv) List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

xvi) Income-tax Return filed copy (Assessment Year 2018-19)

xvii) Declaration IV regarding to allow use of vehicles supplied by me for carriage of cable (U/G & OFC), Tools, Instruments & man power as required by operational needs of BSNL.

NOTE;-1.The Bidder has to upload the Scanned documents in sequence manner as above.

2. ALL UPLOADED DOCUMENTS MUST BE ORIGINAL SCANNED OR SELF ATTESTED AND NOTARISED. OTHER WISE BID WILL BE REJECTED. (DIGITAL SIGNATURE IN CASE OF UPLOADED BID DOCUMENTS IS SUFFICIENT)

(B)Contents of 2nd stage cost (Financial Bid/ BOQ)

1 Original Price Schedule (BOQ) as per Section-XIII.

2 Price/financial bid shall be uploaded separately in respective link only and bidder shall be required to upload required information in electronic form only. No hard copy of price bid shall be uploaded in mandatory/general document. No hard copy of price bid is required to be submitted to BSNL office.

3 Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

Note:

(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Central Public Procurement Portal (https://www.tenderwizard.com), Vendor need to register on the portal. The vendor should visit the home-page of the portal https://www.tenderwizard.com) and Select BSNL.

Note: Please contact ITI Limited Helpdesk (as given below), to get your registration accepted/activated.

.ITI Limited Helpdesk	
Telephone	(011) 49424365 / 49424302 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	9926170388,8305920951 (Shri Mohan Soni)
E-mail ID	twhelpdesk680@gmail.comor twhelpdesk466@gmail.com
BSNL Contact-1	SDE (PLG) O/o GMTD Durg
Telephone/ Mobile	0788-2334411, [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	sdeplgdrg@gmail.com
BSNL Contact-2	AGM(NWP) O/o GMTD Durg
Telephone/ Mobile	0788-2324000 [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	agmnwpdrg@gmail.com

Note : Any support related mail problem should be sent to twhelpdesk680@gmail.com or twhelpdesk466@gmail.com.

6. Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format
3. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNL and go to the registered me link. A vender registration page will be opened and their all required information regarding bidder online registration process mentioned read carefully and registered himself

7.1. The bidders intending to participate in e-bidding process shall have to register with BSNL authorized e-Tendering agency namely M/s ITI Limited through their website www.tenderwizard.com and selecting BSNL from their home page.

7.2. Bidder shall have to pay Rs 3500 plus GST through electronic transfer as one time annual registration fee for participating any e-bid published by BSNL through ITI.

7.3. On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing and down loading and uploading bid document. It may please be noted that bidder can access and down load bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.

7.4. For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal. Normally e-tender processing fee is 0.05% of estimated cost of each block in tender subject to minimum Rs 500 and maximum Rs 5000 plus GST (as applicable).

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s) for users.

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 DNIT unless otherwise agreed by BSNL.

2. SECURITY DEPOSIT

2.1 The successful Tenderer shall deposit within 10(Ten) days of receipt of intimation of acceptance of this tender deposit of security deposit of 10% of the value of work awarded, in cash/FDR/DD/Bank guarantee in favour of Accounts Officer (Cash) Bharat Sanchar Nigam Limited % GMTD BSNL Durg -491001.

2.2 Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after one month of the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.

2.3. The bank guarantee furnished as security deposit should be valid for a period of not less than **18 months** from the date of agreement which will have to be renewed suitable if contract is extended. If required the period of validity can be decided by General Manager Telecom District Indore for period considered being suitable for a particular tender.

2.4. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.

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

(a) Monthly bills shall be submitted in duplicate to the authority specified in contract along with completed log book duly signed by the user. The GST shall be paid along with the bill. The copy of GST, EPF & ESI paid Challan (all as applicable) for the previous month /quarter as the case may be ought to be produced along with the bills for payment**.**

4 (a) PRICES

4 (a) i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.

ii) 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.

iii) 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.

iv) If any vehicle is sent to places anywhere in CG or outside CG the responsibility to pay toll tax en route will be responsibility of the bidder/contractor. The same can be claimed with invoices.

The rate 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 appendix-II.

5. Termination of Contract

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(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.

5.2 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

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD Durg 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 GMTD Durg or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Durg 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. 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 GMTD Durg of BSNL 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

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.

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 General Manager Telecom District, & executive employees (also called Group-A & Group-B officers working in General Manager Telecom District, } 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 such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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 licence 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 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 be subject to scrutiny.

12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

13. BSNL reserves right to counter offer price against price quoted by the bidder.

14. 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

DISTRIBUTION OF WORK

15.1 The GMTD Durg shall have the sole discretion in determining the number of Contractors on whom the work orders shall finally be placed. If multiple bids are accepted, the terms and conditions offered to the lowest shall also apply to the higher bids.

15.2 General policy of distribution =
Number of Bidders on whom proposed quantity of Distribution the order is proposed to be placed is 1 (One) but work can be divided amongst two bidders in 60:40 ratio at L1 approved rate.

15.3 Also the GMTD Durg reserves the right for the placement of order of the balance quantity or part of L1 quantity, to L2 bidder at L1 rate in case of degraded performance of L1 bidder during any stage of contract.

15.4 BSNL reserves the right to depart from the above guidelines for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids.

15.5 Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.

16. The contractor should ensure that at the end of duty; the duty slips are completed and signed by the users. The log book in duplicate copy form to be printed and serially numbered by the contractor as per the format given in Section-XI.

17. The contractor shall provide his employees a uniform, which shall be worn by them all the time while on duty.

18. LCV means as per RTO, Light Commercial Vehicle. The BSNL reserves the right to inspect & approve the vehicle along with its type before hiring as per requirement. Normally BSNL will take Hard Top LCV's like Sumo, Qualis, Victa, Armada, Indica, Indigo, Ambassador,VAN etc.

19. COMPLIANCE WITH LAWS AND REGULATIONS

During the performance of the supply the Contractor shall at his own cost and initiative fully comply with all applicable Laws of the Land and with any and all applicable By-laws, Rules, Regulations and

Orders and any other Provisions having the force of Law made or promulgated or deemed to be made or promulgated by any Government, Governmental agency or Department, Municipal Board, Government or other regulatory or Authorised Body of persons and shall provide all certificates of compliance therewith as may be required by such applicable Law, By-laws, Rules, Regulations, Orders and/or Provisions. The Contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to his employees, servants or agents engaged in the performance of the work specified in the Contract Documents. If the Contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, sub leased or sub Contractor to comply with the provisions of the Clause and in this connection the Contractor agrees as to undertake to save and hold the Department harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out of occasion, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said By-laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

20. The Contractor shall comply with all provisions of the "Payment of wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contractor Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify Department against payments to be made under for the observance of the Laws aforesaid notwithstanding his right to claim indemnity from his sub-Contractors. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

21. In every case in which by virtue of the provisions of Section 12, sub-section (i) of the Workmen's Compensation Act, 1923, Department is obliged to pay compensation to a workman employed by the Contractor, in execution of the supply, Department will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of the Government under Section 12, sub-section (ii) of the said Act, Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Department to the Contractor whether under this contract or otherwise. Department shall not be bound to contest any claim made against it under Section- 12, sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to Department full security for all costs for which Department might become liable in consequence of contesting such claim.

22. Subject to provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labours Rules 1971 as amended time to time, Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time and continue to have valid license until completion of work.

22(A)<u>PAYMENT INSULATION UNDERTAKING</u>:

The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws insulating with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy)

23. Compliance of Provisions of EPF Act 1952

The contractor will ensure compliance of Employees Provident Fund & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of laborers/ employees engaged by him for performing the supply of BSNL.

24. Compliance of Provisions of ESI Scheme

The contractor will ensure compliance of ESI Scheme & Misc. Provisions Act in respect of laborers/ employees engaged by him for performing the supply of BSNL as applicable.

25. Evaluation criteria:-

: (1) The tender will be evaluated on overall lowest composite cost of hiring of all types of vehicles in PLAN-1 for tenders participated for Durg SSA.

(2) For out station journey and halt, OT claim will not be applicable.
(3) In plan-I rates for 1500 km and 2500 Km have to be filled in financial bid as per format given with bid
(4) In plan-II all relevant rates have to be filled in financial bid.
(5) BIDDER HAS TO SUBMIT SEPARATE TENDER FOR EACH BUSINESS AREA

(6)A bid that is most beneficial/ economical to BSNL will be the one, evaluated as most attractive and will be finally accepted.

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

BID DOCUMENT

(FINANCIAL BID)

TENDER DOCUMENTFOR HIRING OF VEHICLES FOR FIELD & HQ DUTIES OF BSNL, SSA DURG

NO. GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED 14/08/2019

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT DURG
DURG -491001

SECTION-V
(FINANCIAL BID)- Durg SSA
SCHEDULE OF HIRE CHARGES

No: GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED 14/08/2019

PLAN-I (Scheduled Works): Monthly KM Hire Slab:

Hire Charges per vehicle/per month (Rs) excluding GST& inclusive of all levies and charges					
S No	**Monthly KM Hire slab**	Non Air-conditioned Diesel cars	Omni VAN	Hard Top vehicles	GST percentage
		A	**B**	**C**	
1	1500 KM	Rs……. In words……	Rs……. In words……	Rs……. In words……	As applicable
2	2500 KM	NA	NA	Rs……. In words……	As Applicable

FOR: PLAN-II

S No	**Detail**	Non Air-conditioned Diesel cars	Omni VAN	Hard Top vehicles	GST percentage
		A	**B**	**C**	
a	Extra KM (Rs./KM)	Rs……. In words……	Rs……. In words……	Rs……. In words……	As applicable
b	Detention charges beyond duty (Rs./Hr.)	Rs……. In words……	Rs……. In words……	Rs……. In words……	As applicable
c	Night halt charges (Rs./Halt)	Rs……. In words……	Rs……. In words……	Rs……. In words……	As applicable

Note: (1) The tender will be evaluated on overall lowest composite cost of hiring of all types of vehicles in PLAN-1 for tenders participated for Durg SSA .
(2) For out station journey and halt, OT claim will not be applicable.
(3) In plan-I rates for 1500 km and 2500 Km have to be filled in financial bid as per format given above.
(4) In plan-II all relevant rates have to be filled in financial bid.

DATE **SIGNATURE OF BIDDER & SEAL**

SECTION-V-A

SCOPE OF WORK (Schedule of requirement)

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor. The work consists of on Monthly Slab Rate based on BSNL DURG SSA requirement

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** section-wise are tentatively indicated below.

BUSINESS AREA - :-DURG SSA :-

Monthly Hire slab	Quantity of Non Air-conditioned Diesel Cars	OMNI VAN	Hard top	Total
	A	B	C	
1500 KMs per month only	1	2	3	6
2500 KMs per month only	NIL	NIL	2	2

The Tables shown in PLAN-1 above is only indicative and for regular work.

The additional requirement for a short period to meet the "Peak Operational requirement" if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.

SECTION VI

SERVICES TO BE PROVIDED

1. Service Provision of commercial vehicles with licensed drivers, registered commercial vehicles on hiring basis for running in area under GMTD BSNL Durg & anywhere in jurisdiction of BSNL when required in Durg SSA.

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 upto one year, on the same rate, terms and conditions after ensuring competitiveness of the rates.

3.	**Quantity**	Estimated number of vehicles to be hired is as per NIT however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4.	**Duty hrs.**	As per requirement, the vehicle can be called any time, any day for any number of hours. **(**Duty Hours of vehicles are normally for ten hours per day) either at a stretch or in parts.
5.	**Notice period**	For regular requirements one day in advance through telephone, Mobile, SMS Intimation shall be considered as notice.
6.	**Reporting Place**	Normally any place within the jurisdiction of GMTD DURG & anywhere in BSNL in case of specific requirement approved by GMTD Durg .
7.	**Counting of distance**	Actual place of reporting shall be specified by users of vehicle
8.	**Accuracy of meter**	The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

9. Penalties (1) 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. 300/- 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. 1000/- per break down shall be imposed. GMTD DURG has powers to waive off or increase the penalty value based on ground reality.

(2)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. 150/- per hour of absence.

(3)In case of non-availability of vehicles for any particular day penalty of Rs. 1,000/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

(4)If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GMTD DURG would be final.

(5) **No payment will be made for vehicles supplied by the Service Provider older than Model specified in bid / NIT.**

(6) 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. Special Requirement:-

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 supplying the vehicles in Jurisdiction of GMTD DURG will be liability of contractor.

iv) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.

v) Shortage in utilization of contracted Kms if any during a Particular month will be suitably adjusted over a residual period of contract.

vi) Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through' Local Govt. offices.

vii) Consumables like lubricants, tyres, battery and repairs and maintenance, taxes, insurance etc. will be to the service provider liability.

viii) Documents of vehicles- The attested copy of R/C Book Permit 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.

ix) **Mandatory Requirements :** Drivers must be equipped with (i) BSNL Mobile phone, (ii) Identity card, (iii) Uniform, (iv) Driving license (Professional). Not adhering to above requirements will be treated as non performance. Attested copy of driving license (professional) must be submitted during the contractual period. Drivers must have an experience of three years. Experience will be verified at the time of engaging driver. Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices.

x) Drives must be trained to formalities manners & etiquettes of corporate drivers to be observed during operation of vehicle.

xi) **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.

xii) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL **(Section XI)** and should ensure that at the end of duty; the duty slips are completed and signed by the users.

xiii) **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.

11. BSNL has a right to place sticker/Flex or any such material deemed fit for advertisement of BSNL product& services without any payment.

12. If there is any residual no of K.M. remaining at the end of any month will be adjusted during rest of the contract period.

13. Vehicle can be sent to any place within CG Telecom Circle or BSNL as whole in case of requirement.

14.The contractor who participates in tender will be presumed to have agreed that BSNL vehicles, which are basically for operational needs of field units, will have to carry testing instrument, cables, main power and other tools necessary for such purposes. If the driver/contractor disagree at any time to accommodate such requirement

will be black listed from participation in future tenders any where in BSNL and his current contract will be cancelled/ terminated and SD will be forfeited . The bidder is required to give an undertaking to this effect in technical bid as part of bidder's eligibility document as declaration- IV."

15. If the vehicle incharge or any representative of GMTD Durg asks the contractor to remove the driver from that vehicle, normally, the driver should not be re- employed in any other vehicle of BSNL Indore but if the contractor requests that due to his professional reasons he has to reemploy this driver in any other vehicle, the driver can be given one chance to show improvement and remain employed in the second vehicle or can be brought back to original vehicle. GMTD Durg reserve sole right to decide on this issue.

16. In exceptional cases if the contractor offers, on his own, vehicle of grade higher then mentioned in the tender and if it is in very good condition and is of earlier model, GMTD DURG reserves the right to permit the use of such vehicle at the rate approved in the tender for the original grade of the vehicle.

17. One working day will be given for the maintenance in month but one Sunday in lieu of the above will be used for the network operation and maintenance through this vehicle.

18. If the vehicle incharge (of any rank) orders the driver to take the vehicle outside his jurisdiction, the driver must inform the contractor who will in turn take permission from officer who has issued work order. Any such Journey performed without permission will not be payable.

Section VII

FINANCIAL BID FORM

Tender No.: GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED 14/08/2019

To,

GMTD DURG

Dear Sir,

1. Having the conditions of contract and services to be provided Nos……. the receipt of which is hereby duly acknowledged, 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 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.

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

6. 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 …….

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

Section VII-A

SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF BSNL SSA DURG

Tender Ref: NO. GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED- 14/08/2019

TECHNICAL BID

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

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:			
2.	Is your concern Recognized / Registered (Attach Photocopy as a proof)	Yes		No	
	Tick as applicable **a.** Recognized by Govt. of India as Tourist Transport operator. **b.** Registered under Companies Act. **c.** Registered under Shops and Establishment Act. **d.** Registered as firm. **e.** Proprietorship / Any other category (please specify). **f.** Sister concern of …… (please specify name)				
3.a	Income Tax Permanent account Number (PAN) (attach Proof) :				
3.b	GST Number (attach Proof) :				
3.c	Registration/Allotment Number of				
	ESI (Attach proof) :				
	EPF (Attach Proof) :				
	Any other social security scheme for workers :(Like group insurance/personal accident insurance/pension etc for Drivers) (Give details)				
4.	Experience: as per NIT (attach proof)				
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at **Annexure-2A**.				
6.	Attested copy of Latest Annual Audited Account as per NIT : (attach proof)				
7.	Self Declaration of relatives working in BSNL-Appendix-III(A)				
8.	Self Declaration that firm is not barred from participation anywhere in BSNL - Appendix-III(B)				
9.	PAYMENT INSULATION UNDERTAKING-Appendix-V				
10.	Income-tax Return filed copy				
11.	Declaration IV regarding to allow use of vehicles supplied by me for carriage of cable (U/G & OFC)				
12.	Valid MSE Certificate, if applicable,				
13.	Copy of Partnership Deed if applicable				
14.	List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable				
15.	Turn over certificate as per NIT (attach proof)				

DATE **SIGNATURE** **SEAL**

ANNEXURE-2A

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME:_____

Details of **"OWNED"** Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. NO.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.

Declaration:

The details as above furnished are correct and true. I undertake to produce original

Documents of the above said vehicles for verification as and when called for.

DATE **BIDDERS'S SIGNATURE** **OFFICE SEAL**

Section VIII

BID SECURITY BOND

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

THE CONDITION of the obligation are:

1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

2 If the Bidder, having been notified of the acceptance of its bid by the purchaser

during the period of Bid Validity.

(a) Fails or refuses to execute the Contract, if required, or

(b) Fails or refuses to furnish performance security, in accordance with the

Instructions to Bidders.

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

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

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Name of Witness

Tel. No. of Branch

Address of Witness

Fax No. of Branch

Section -IX

PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____ _____(here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____on production of Bank Guarantee for Rs. _____For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the bank) _____(here in after referred to as "the Bank") at the request of _____Service Provider's do hereby undertake to pay to the BSNL, _____an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

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

3. We undertake to pay to the BSNL, _____ any money so demanded not withstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year 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 the BSNL, _____

shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement

and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

the BSNL, _____ or any indulgence by the BSNL, _____to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

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

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____

(Indicating the name of the bank)

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

Section -X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach before Date of Bid opening)

To
The AGM (NWP),
O/o GMTS, DURG,
Bharat Sanchar Nigam Ltd. Durg

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

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

Order of Preference	Name	Specimen Signature
I.		
II.		
Alternate Representative		

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

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

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

Section XI

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No…… Date……

(to be filled by contractor)

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

(to be filled by user)

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

Driver's Name & Signature Signature of User

Annexure-7

SECTION-XII

AGREEMENT FOR VEHICLE HIRE

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

AND

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

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

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

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

3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

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

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

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

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) and Clause 8 of Section-III of the Bid document to the AGM (NWP) Section of office of GMTD DURG of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of Bid Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (12) of Section III of Bid Document.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the Plan-1. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

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

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

11.3 If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GMTD DURG would be final.

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

11.5 No payment will be made for vehicles supplied by the Service Provider if it older than three years Model or commercially not registered.

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

13.The Bid Document No. NO. GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED 14/08/2019, schedules annexure/appendix which we annexed to this agreement, as schedule "B'' & ____ respectively shall form part and parcel of this Agreement and integral part of this agreement.

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

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

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

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

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

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document.

22. The KMs not used during a particular month in Plan-1 (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD, DURG 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 GMTD DURG or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD DURG of BSNL shall

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

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

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

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

26. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix –V dully attested by a Magistrate / Executive Magistrate.

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

_____

(Name of Service Provider)

Address : _____

Tel :_____ Fax : _____E-mail : _____

And

_____

Name of the CGM / PGM / GM / TDM

Bharat Sanchar Nigam Limited

Address: _____

Tel :_____ Fax : _____E-mail : _____

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

Signed _____	Signed _____
For and on behalf of the BSNL	For and on behalf of the Service Provider
Name (caps) _____	Name (caps) _____
Position _____	Position _____
Date _____	Date _____
In the presence of Witnesses	In the presence of Witnesses
1.	1.
2.	2.

Appendix- I

B.S.N.L.

[A Government of India Enterprise]

(Part of Agreement for vehicle hire)

The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract :- From_____ To _____

Name of SSA _____ Name of Circle _____

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

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Appendix-II

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(only by specified authority)

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

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

Order details

BSNL's order number _____ Service Provider's reference_____

Name of Hiring unit _____ _____

Name of SSA _____

Designation of authority hiring _____

Delivery address _____

_____

Vehicle details

Make _____ Model (year of manufacture)_____

Fuel used_____ Horse Power (cc) _____Euro I / II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____Kms

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date_____

Appendix-IIIA

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

SELF – DECLARATION (A)

(To be submitted by all the Partner/Directors/Company Secretary of the Company)

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

(i) 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).

Signature of Bidder with seal

Note: In case of Authorized signatory, he should mention that none of the near relatives of Proprietor/Directors/Partner of the company is working in BSNL in any capacity in the above

SELF DECLARATION – (B)

(To be submitted by all the Partner/Directors/Company Secretary of the Company)

I _____ _____ ____ S/o ____ _____ _____ _____ ____ R/o _____ _____ _____ hereby certify that M/s _____ _____ _____ Address _____ _____ _____ is not barred from participating in bidding process in BSNL by any BSNL Unit.

Signature of Bidder with seal

Appendix-IV

U N D E R T A K I N G

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

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

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

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

Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or'

will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

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

OR

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

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

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

Date:

Place:

(Signature:----------)

Name :----------

Designation:----------

WITNESS : 1. ……..

2. …….

Appendix-V

PAYMENT INSULATION UNDERTAKING-III

I/We undertake that I have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of the tender No. GMTD/DRG/T/W-63-02/HIRING OF VEHICLE/19-20/19 DATED- 14/08/2019 of BSNL GMTD Durg as per laws every month insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

Date:

DECLARATION - IV

I under take to allow use of vehicles supplied by me for carriage of cable (U/G & OFC) , Tools, Instruments & man power as required by operational needs of BSNL.

I know that this undertaking is part of the eligibility document and any refusal on my part in this regard will result in terminating of my contract (if I am awarded) and I will be black listed from participating in all future e-tenders of BSNL

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)
Station:

Date: