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

Office of the General Manager, EAST GODAVARI TELECOM DISTRICT RAJAMAHENDRAVARAM - 533 150.

TENDER No.BSNL-EG/OP/H.V.e-Tender/2019-20/09 Dated at RMVM the 09-12 -2019

BID **DOCUMENT**

e- TENDER FOR HIRING OF NON-AC CARS FOR COMMERCIAL USE IN EAST GODAVARI SSA

https://apbsnl.etenders.in

Cost of Bid Document: Rs. 1180/-

Signature of the bidder:
Name of the bidder:

Date of issue of tender on online: From 10-12-2019
Date of opening of tender on online: 30-12-2019 11:30hrs (IST)

Issuing Authority **Assistant General Manager (OP)**

% GMTD., BSNL,
RAJAMAHENDRAVARAM– 533 150
(Phone No.0883-2472200)

Last Date & Time for submission of Tender on online is 11:00 Hrs of 30-12-2019 Visit us at www.ap.bsnl.co.in/ (or) https://apbsnl.etenders.in

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Signature of the Tenderer

SECTION – I

BHARAT SANCHAR NIGAM LIMITED
(A Govt of India Enterprise)
NOTICE INVITING TENDER

On behalf of General Manager, Bharat Sanchar Nigam Limited, E.G Telecom District, invites online(e-tenders) item rate bids from prospective Service Providers having minimum 2 vehicles of which 1 vehicle should be on the owners/firm/partner's name and 1 vehicle can be on firm lease. Sufficient number of commercial vehicles of not older than 2014 year model and hold a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least 3 diesel driven commercial vehicles (taxi plate) such as Non-AC cars. Intending eligible bidders can down load the tender schedule from https://apbsnl.etenders.in by the registered bidders by paying requisite E-tender process fee.

Schedule to the invitation of Tender

1	Tender No.	BSNL-EG/OP/H.V.e-Tender/2019-20/09 Dated at RMVM the 09-12 -2019
2	Name of the Work	Hiring of Non-AC Cars for the use in BSNL East Godavari Telecom District Rajamahendravaram
3	Type and Number of Vehicles required	Hiring of Non-AC Cars for BSNL East Godavari Telecom District, Rajamahendravaram. Approximate quantity 9 Cars (Non-AC) on monthly basis. Model not older than 2014
4	Minimum validity of Tender offer	150 days from date of opening
5	Estimated Cost of Tender	Basic Rate i.e., Rs.33,26,400/-
6	Cost of the Tender Document (Non refundable)	Rs.1,180/- (Rupees One thousand one hundred eighty only) in the form of DD drawn on any scheduled bank in favour of Accounts Officer (Cash), BSNL % GMTD-Rajamahendravaram. Validity 60 days from the date of opening.
7	EMD cost	Rs.83,160/- (Rupees Eightythree thousand one hundred sixty only) from any scheduled bank in Rajamahendravaram towards cost of EMD. The BG is to be valid for 180 days from the date of tender opening as EMD (BG format is at Annexure-3)
8	Tender processing fee	Rs.2477/- interested bidder who wishes to participate in the bid shall pay the e-tender processing fee to M/S Nextenders(India) Pvt Ltd., through their e-gateway by internet banking/RTGS/NEFT.
9	Period of contract	One Year from the date of award of contract with an option of extension to BSNL for one more year on the same rates, terms & conditions.
10	Down loading of tender document by vendors	Up to 10 : 55 hrs on 30-12-2019
11	Last date & time for online submission of tender	Up to 11 : 00 hrs on 30-12-2019
12	Last date & time for submission of original EMD	Up to 11 : 00 hrs on 30-12-2019
13	Date and time for opening of tender	Up to 11 : 30 hrs on 30-12-2019

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Note: The bid cost /EMD shall be scanned & uploaded in the e-tendering website within the period of tender submission. validity of the tender bid cost in the form of DD shall be **60 days** from the date of opening. The Physical Demand Draft/BG copy in original of which the scanned copy is uploaded shall be deposited by all the bidders before 11:00 AM on the tender opening date, failing which the tender shall not be opened.

If interested, kindly submit your offers to by means of online bids only through Electronic Tendering at the portal https://apbsnl.etenders.in

Since the tenders are invited through e-tendering process, Physical copy of the tender document would not be available for sale.

The Bid submission fee(non-refundable) payable to service provider through online payment. This bid submission fee is comprised of Service fee@0.018% of Tender Estimated Value +GST+ Payment Gateway charges with GST@4%)

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. Supplier organization) with Proper Authorization can attend the TOE at the BSNL Bhavan, O/o GMT, Fort Gate, Rajamahendravaram where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

Tender bids received after due time & date will not be accepted. Bids not submitted on line will not be accepted.

The offers of the bidders whose online process of bidding (Tender Download process) are incomplete, they will not be considered and will not be available for opening process.

GMT, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender. GMT BSNL also reserves the right to cancel the tender before opening without assigning any reason.

The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E -tender Portal https://apbsnl.etenders.in

In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

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All the documents required as per Tender document are to be self attested by authorised signatory & are to be uploaded in the portal. The bidders shall fulfil the eligibility criteria and shall submit the scanned copies of those credentials in on line portal https://apbsnl.etenders.in. Deviation will lead to rejection of the tender.

For Further details kindly visit our web site www.ap.bsnl.co.in or at e-tender portal https://apbsnl.etenders.in

Assistant General Manager (OP)
% GMTD-BSNL,Rajamahendravaram-533 150
Ph:0833-2472200

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SECTION-II
SCOPE OF WORK

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 following work is consisting on Monthly Slab Rate.

(Scheduled Works)
Monthly KM Hire Slab:

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

Vehicle Type	Model	Monthly Hire Slab	Quantity
Non-AC TATA Indica Cars (Diesel)	Not Older than 2014	1300 KM Per Month	2
Non-AC TATA Max/Sumo/Spacio Jeeps (Diesel)	Not Older than 2014	1300 KM Per Month	7

The above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc.

Inspection Clause: At the time of award of contract, as per clause 6 of Section-IV, the contractor should send the proposed hired vehicles to this office premises for inspection purpose, to verify their requirements as stipulated thereon.

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SECTION-III
SERVICE PROVIDER'S OBLIGATIONS

1. Service to be provided is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of East Godavari District. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. Quantity of Vehicles to be hired are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 7 of Section IV of tender document.
3. Duty Hours of vehicles are normally for twelve hours per day on all working days of month except Holidays. However actual duty hours / days shall be specified by actual users of vehicle, normally day duty hours are 9 AM to 9 PM. The vehicle is eligible only for 2 days holiday (any sunday) in a month for Mtce.work.
4. Notice period for supply of vehicles shall be one day in advance for Regular requirements. One hour in advance for additional requirement of office hours i.e., beyond duty hours(12 Hours). Telephonic intimation shall be considered as notice.
5. Reporting Place for vehicles is within the jurisdiction of Rajamahendravaram. Actual place of reporting shall be specified by users of vehicles.
6. 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.
7. Accuracy of Meters will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. Miscellaneous Conditions:-Service Provider should comply with the following:
(i) Telephones- Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
(ii) Identity Cards- Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
(iii) Documents of vehicles- The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
(iv) Uniforms- provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
(v) Statutory Requirements- It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
(vi) Govt.Tax / Levy / Duty other than GST for plying the vehicles for % GMTD-Rajamahendravaram will be borne by the Service Provider.
(vii) Parking / Toll Charges, if any, may be claimed by Producing valid parking / Toll slips.
(viii) Drivers attested copy of driving license should be submitted during the contractual period.
(ix) Consumables like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
(x) 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.
(xi) Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips / log book sheets duly signed by the user. The service tax has to be shown separately in the bill. (Log book format of % GMT-BSNL – Annexure-6)
(xii) 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.
(xiii) Unused KMs if any during a particular month (monthly KM slabs) will be carried over to the **subsequent three months** and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is given on the body of bill while submitting claim for payment.

Signature of the Tenderer

(xiv) If the vehicle is engaged / officer transferred / discontinued the vehicle in the middle of the month, irrespective of basic KM slab, a proportionate bill has to be raised for the vehicle engaged period / days.
9. Debarring Conditions:-
(i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close

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

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

11. Penalty for breach of terms & conditions:

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

(ii) The penalty for absence during extra Hour duty will be Rs.150/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.110/- per hour of absence.

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(iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on **pro-rata basis for the period.**

a) In such case, short fall mileage (unused monthly KM slab) or excess mileage have to be calculated in terms of monthly average basic KMs on par with Tender Rates .

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

[v] No payment will be made for vehicles supplied by the Service Provider older than prescribed/tendered model

(vi) Should not refuse to provide Vehicles against BSNLs requirement and on each refusal a penalty as given at item (iii) will be deducted from the running Bills besides any other action which may even lead to termination of contract.

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SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

Part - A

1. Bidder Eligibility:

   1.1 The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with State / Central / Government / Public Sector or reputed Private Ltd. Companies / Firms before the date of NIT.

   1.2 The prospective service providers having minimum 2 vehicles of which 1 vehicle should on the owners/firm/partner's name and I vehicle can be on the firm lease. Sufficient number of commercial

vehicles of not older than 2014 year model. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2014 shall be provided.

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. **Bid Forms (Two Bid Format).**

3.1 The tender should be submitted offline in **two covers**; ***One*** super scribing Technical Bid and ***Second*** Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted **"Tender for Hiring Vehicles"**. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. **No indication of the Prices will be made in the Technical Bid.**

3.2 E-Tender will be opened in the presence of Bidders present on the due date of opening **i.e. 11.30 Hrs. on 30-12-2019.** Technical Bids of the Tenders received will be opened on that day and the **Sealed Financial Bids will be kept in BSNL custody.** The Time, Date and Venue of the opening of **FINANCIAL BIDS** will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-2**. No correspondence in this regard will be entertained.

3.3 Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank. Financial Bid of the selected bidders only will be opened.

3.4 **Technical Bid Evaluation:-** Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2 and Checklist of page 17 of the Bid document.**

3.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.6 **Rs 83,160/- (Rupees Eightythree Thousand One Hundred Sixty only)** from any scheduled bank in **Rajamahendravaram** towards cost of EMD. The BG is to be **valid for 180 days** from the date of tender opening as EMD (BG format is at **Annexure-3**.)

3.7 Tender should be duly sealed and addressed to Asst.General Manager, (OP) % General Manager, Telecom., BSNL, EG SSA, BSNL Bhavan, Fort Gate, Rajamahendravaram and delivered in person or dropped in the TENDER BOX provided in Room No.20, Second floor % GMTD, BSNL Bhavan, Fort Gate,Rajamahendravaram-533 150 on or before 11:00 Hrs. of 30-12-2019. The list of scanned documents to be uploaded/submitted by the bidder are the Annexure-1,2,3&4 and also Appendix-IV

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

3.9 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 Tender.

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

3.11 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on

them.

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

4. Bid opening

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Annexure-4).

After scrutiny and evaluation (as per Annexure-2) of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that **fulfill the eligibility conditions and furnish all documents as given in Technical Bid format of Annexure-2.**

5. Bid Evaluation

5.1 **Financial Bids** shall be evaluated 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.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid 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.

5.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges but excluding service tax as indicated in the price schedule in **section V** of the bid document. Which are indicated in scope of work in **section II**.

5.4 BSNL intends to limit the number of technically and financially responsive bidders to 1 (one) from each category from the list of such bidders arranged in the increasing order of their evaluated prices starting from the lowest price for the purpose of ordering against the tender.

5.5 Evaluation will be done separately for two basic categories (for Non AC) mentioned in **Section-V** (Schedule of requirement / price schedule). Lowest bidder in each category will be considered for award of Tender. If the offer is not accepted by these bidders, the offer will be made to other next bidders in respective category.

6. Award of Contract

BSNL intends to limit the no.of technically and commercially responsive three bidders, from the list of such bidders arranging in increasing order of their evaluated price starting from the lowest for the purpose of ordering against this tender. The Purchase Committee will consider successful L-1 bidder for contract and if L-1 Bidder fails to provide the vehicles on the prescribed norms then the GMTD Rajamahendravaram reserve the right to consider the successful L-2 bidder.

The successful bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with clause 17 of Section-IV and as per format shown in Annexure-5 of bid document. In case he did not turn up within the specified period of 2 weeks, he has to forfeit of the EMD amount. However he will be given another period of two weeks for signing the contract but EMD will not be refunded.

7. Right to vary quantities

BSNL reserves the right at the time of award of 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.

8. Signing of Contract

8.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 12**.

9. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

10. Period of validity of bids

(i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

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

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in **Section V** for the Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, excluding GST etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

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

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

12. Bid Security (EMD).

12.1 Pursuant to **clause 3.6,** the bidder must deposit **Rs.83,160/-** (Rupees Eightythree thousand One hundred sixty only) as Bid Security (EMD).The Bid Security (EMD) shall be in the form of **Bank Guarantee / crossed DD valid for 180 days from the date of tender Opening** and may be submitted in separate cover **(DD drawn in favour of Accounts Officer (Cash) BSNL, % GMTD-Rajamahendravaram).**

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

13. The Bid Security may be forfeited:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

i) to sign contract in accordance with clause 8.

ii) to furnish performance security in accordance with clause 17 of Section IV

iii) A bid not secured in accordance with Para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening stage and returned to the bidder unopened.

iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

14. Terms of Payment:

14.1 The payment shall be made within 30 working days from the date of receipt of bill in duplicate in the O/O GMTD-Rajamahendravaram i.r.o vehicles engaged on monthly basis. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

14.2 If the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

Signature of the Tenderer

15. Clause by clause compliance.

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

16. Duration / Period of Contract: Normally contract will be awarded for 1 (one) year. However BSNL reserves the right for **extension of contract** period by one more year in two spells of 6 months, with the same rates and terms and conditions and with the satisfactory performance of the firm. **L1 bidder** shall supply all the vehicles as per the terms and conditions of contract failing which the PBG will be forfeited and **L1 bidder** is liable for black listing (not eligible to participate in BSNL tenders for a period of 3 years). PBG is also to be extended accordingly for the period for which extension is given.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the annual agreed value subject to maximum limit of Rs 5 lakhs valid for **18 months** within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank

and the Proforma provided in **Annexure-5** of the bid document.
17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.
17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

18.Terminatin of Contract

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

19. Termination for insolvency
BSNL may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
20. Insurance
The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.
21. Prices:
21.1 The rates should be on monthly basis . The KM slabs for monthly hire are shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated.

Signature of the Tenderer

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
21.3 In case of any reduction of taxes and statutory levies (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.
21.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

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

Increase or decrease in Diesel during the month =
Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)

Average KM per liter of Diesel consumption (KMPL)

(**Note:-** The Base Rate of Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **12 Kms in case of Diesel driven cars.** If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

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

Base Rate of fuel would be fuel prices as on date of award of contract.

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

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

23. Miscellaneous Conditions:

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

23.2 The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

23.3 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.

23.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

23.5 BSNL may waive any minor infirmity or non-confirmity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

Signature of the Tenderer

24. 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.

25. Arbitration:

25.1 In the event of any question, dispute or difference arising under the agreement or in connection there

with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to Sole arbitration of GMT Rajamahendravaram of Bharat Sanchar Nigam Limited (BSNL) of the respective Circles 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 GMT- Rajamahendravaram or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMT-Rajamahendravaram 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
25.2 The venue of Arbitration proceeding shall be Office of GMT- of BSNL at Rajamahendravaram or such other place as the arbitrator may decide.
25.3 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.

26. Set Off (Recovery of Sum Due):
26.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

Signature of the Tenderer

SECTION-IV
E-tendering Instructions to Bidders General
Part - B

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (ePS)Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) https://apbsnl.etenders.inadopted by APBSNL Telecom Service Provider's Information:
The APBSNL has adopted e-Procurement System for its some of SSAs/District Office through https://apbsnl.etenders.in.

The details of our e-Procurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd.
Contact No: 020-25315555 (Extn no 8 and press 3)
Email: support.bsnl@nextenders.com

1. Registration of the Contractors/Suppliers/Bidders: All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get

registered on the e-Procurement Portal (website) https://apbsnl.etenders.in

2. After successful Registration on above mentioned portal you'll get a link in auto generated e-mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website. After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

3. Viewing of Online Tenders: The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "e Procurement System" through portal (website) at https://apbsnl.etenders.in. They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, drawing (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of an e-Tender.

4.Online Schedule: The contractors/bidders/vendors can view the Online Scheduled dates of e Procurement System(time schedule) for all the tenders floated using the online e Procurement system on above mentioned portal (website) https://apbsnl.etenders.in

5. The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined. The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

6. Obtaining a Digital Certificate and its Usage On e-Tendering System:
The bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing &Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of

Signature of the Tenderer

normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by approved certifying authority, by the controller of certifying Authorities (CCA. India) .Government of India OR from our eProcurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider."Please see the List of Compatible eTokens on APBSNL https://apbsnl.etenders.in through Home Page-> System Requirement Menu -> List of Supported eTokens".

Please contact for DSC issuance:
M/s Nextenders (India) Pvt. Ltd.
Help Desk No.: 020-25315555 (Extn no 8 and press 3)
Email: support.bsnl@nextenders.com

7.The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

8.In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of

attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the eProcurement Portal (website) through https://apbsnl.etenders.in

9.Submission of Earnest Money Deposit:Techno commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above eProcurement Portal through https://apbsnl.etenders.in.

10.Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.

11.A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online eTender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective e-Tender.

Signature of the Tenderer

12.Submission of Tender Document Fees:

The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document

13.Tender Download:

The Eligible Bidders can download the Tender Document online from above eProcurement Portal https://apbsnl.etenders.in on or before the Schedule Dates mentioned in the eTender floated.

14.Submission of online bids:

The bidders are required to prepare their bids on online eProcurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the eTender.

They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after

expiry of due date and time on online portal.

15.Opening of Tender (Electronic offers):The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by APBSNL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened. The authority shall then open the tenders submitted by the contractors/vendors/bidders online through the APBSNL eProcurement Portal (website) https://apbsnl.etenders.in.

16.Short listing of Bids (Electronic Offers): After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Procurement Portal only.

17.Offline Submission:
The bidder is also requested to submit the following documents offline to AGM (OP),
O/o General Manager, Telecom, BSNL, Rajamahendravaram on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words
'DO NOT OPEN BEFORE' (due date & time).
1. E.M.D / Bid security in original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause & Eligible condition credentials

Note: If any bidder fails to submit the above documents offline the bid will not be opened online.

Signature of the Tenderer

Annexure-I
(Format)
Statement of Vehicles by the Bidder
(As per section-IV Clause (1) i.e., the bidder should own or have on the company lease sufficient number of commercial vehicles registered as taxis not less than 1 in the name of Proprietor/ Company/Partners/Directors)

BIDDER'S NAME : _____

Details of **"OWNED"** Vehicles of not older than 2014 model :									
Sl. No.	Registration Number	Model (year)	Date of Registration	Vehicle owners name	Vehicle type (Diesel) Non-AC	Validity Details			
						Permit	Fitness	Road Tax	Insurance

1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

COMPANY'S NAME : _____

Note : 1. Use additional sheets if required
2. The scanned document should be uploaded on line at the portal https://apbsnl.etenders.in

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 **BIDDER'S SIGNATURE** **OFFICE SEAL**

Signature of the Tenderer

ANNEXURE-2
(Format)

SUB : HIRING OF VEHICLES ON MONTHLY BASIS OF BSNL – EG SSA % GMTD RAJAMAHENDRAVARAM

Tender Ref : Date :

TECHNICAL BID

To be filled in by the Bidder (the support documents [scanned copy] should be submitted on-line at the portal https://apbsnl.etenders.in along with the tender)

1	Name and Postal Address of the Bidder : _____ _____ _____	Phone: Mobile: Fax: e-Mail:	
	Is your concern Recognized/Registered	Yes	No

	(Attach Photocopy as a proof)
2	Tick as applicable (a) Regognized 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 as per Section-IV 1.2)
3 (b)	GST Registration Number (attach proof) Registration/Allotment Number of CESI (attach proof) EPF (attach proof) Any other social security scheme for workers : (line Group Insurance/Personal Accident Insurance etc.,) Give details :
	Experience (attach performance certificate from the Govt/PSU Companies/Public Agencies/Firms/Reputed Companies :_____ years
	Detailed Statement of Registered Commercial vehicles of 2014 and later model as per format at Annexure-1

Note : Please see Section III Clause 8 (v) statutory requirements

DATE SIGNATURE SEAL
Signature of the Tenderer

ANNEXURE-3
(Format)

BID SECURITY BOND (EMD)

Where as .....(here after called "the Bidder") has submitted its bid dated ..... for hiring contract of commercial vehicles Tender No.....**KNOW ALL MEN** by these Presents that We..... of ..... having our registered office at .....(hereafter called "the bank") are bound unto.....BSNL, in the sum of 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
(3) Fails or refuses to execute the Contract, if required, or
(4) 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 owingto 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

Signature of the Tenderer

ANNEXURE-4

(Format)

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

To
The Asst. General Manager (OP)
Bharat Sanchar Nigam Ltd.
% GMTD – BSNL / Rajamahendravaram – 533 150

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

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

Order of Preference	**Name**	**Specimen Signature**
I.		

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

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

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

Signature of the Tenderer

ANNEXURE-5

(Format)

PERFORMANCE SECURITY BOND

(To be submitted later by the successful Bidder only)

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 forRs. _____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 18 months** from date herein and further agrees to extend the same from time to time 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.

Signature of the Tenderer

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 contractor(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.

Signature of the Tenderer

ANNEXURE-6 (Format)
FORMAT OF LOG BOOK SHEET

FOR SUCCESSFUL BIDDER ONLY

(Print Name of the company & address)

Sl. No…… Date……

(to be filled by contractor)

1. Regn. No of Vehicle & Model :.....
2. Name, Designation & address of user .....

.....

(to be filled by user)

Date	Starting Time	OMR	Closing Time	CMR	Total KM	Extra beyond 12 hrs	Nature of work

Driver's Name and Signature Signature of User

CHECK LIST

1. One year Experience Certificate.
2. EMD.
3. Firm Registration.
4. List of vehicles(With RC & relevant documents).
5. Proof of Proprietor/Partnership Firm.
6. Technical Bid/Financial bid whether sealed or not.
7. Signature & seal of bidder on each page.
8. Non-BSNL relatives Certificate.

Signature of the Tenderer

ANNEXURE-1 A

(Format)

FINANCIAL BID

Tender No…… Date ……

A : (Name & Address of the Purchaser)

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. Performance Security shall be submitted in form of bank guarantee for 18 Months issued by a Scheduled bank and the proforma provided in Annexure-5 of the bid document.

4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall

remain binding upon us and may be accepted of any time before the expiration of that period.

5. Until an agreement is signed and executed, this Bid together with your written acceptance 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 ……2019.

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

Signature of the Tenderer

Section-V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES / PRICE SCHEDCULE

Sl. No	Type of vehicle 2014 Model and later	Job description (Monthly charges)	Hire charges per vehicle in figures and words excluding GST	
			Figures Rs.	In words Rupees
1.	Non-AC Cars Tata Indica (Diesel)	1.For 1300 KMs / month (Basic KM category-I) 2. Extra Hour detention charges 3 Extra KM beyond basic 4. Out station Night Halt		

		Charges		
2.	Non-AC Jeep (Diesel)	1.For 1300 KMs / month (Basic KM category-I) 2. Extra Hour detention charges 3 Extra KM beyond basic 4. Out station Night Halt Charges		

Note: Please see **section IV clause no 11**.

Signature of the Bidder
With Seal.

Signature of the Tenderer

AGREEMENT FOR VEHICLE HIRE

TENDER No.BSNL-EG/OP/H.V. e-Tender/2019-20/09 Dated at RMVM the 09-12 -2019

The Agreement is made on this ___ day of ____ 2019 between _____ called the service provider whose term include its successors and assignees) whose registered office is at and acting through its authorized official Sri_____

And

Bharat Sanchar Nigam Limited (here in after called the BSNL whose term includes its successors and assignees) whose registered office is situated at BSNL Bhavan, Harish Chandra Mathur lane, 10- Janpath, New Delhi – 110001 and acting through its authorized official _____ at % GMTD – BSNL Bhavan, Fort Gate, RAJAMAHENDRAVARAM. The service provider will provide commercial vehicles on hire basis for Bharat-Sanchar Nigam Ltd., for official use on the terms and conditions here in contained and rates as mentioned in the appendix.1. The service provider has deposited Rs. _____ (Rupees _____Only) as interest free performance security at _____dated _____ for a period of one and half year(18 months) i.e. valid up to_____.

Now these present witness and it is hereby agree and declare by and between the parties to these present as follows:

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 2014 years model , on the rates accepted as described in schedule vide appendix-1 to this agreement. It is agreed by the service provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.

2. The service provider comply with all their terms and conditions of tender 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 from Appendix.III (here in after called hire order) and will receive acknowledgement from the service provider for supply of the 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. Service provider will provide vehicles to BSNL not older than 2014 model and registered for the commercial purpose only and taxes, insurance etc, due on such vehicles shall be liability of the service provider

5. Service provider agrees with the BSNL with each authority competent to order that every contract of hire order should be subject to the terms of this agreement for vehicle hired and in the event of conflict between these terms and conditions in hire order, the terms this agreement for vehicle hire shall prevail.

Signature of the Tenderer

6. The service provider should provide the particular model or make 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 condition of the vehicle provided, the service provider 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-III, clause-(8) (xi) & Section-IV clause-14 of the tender document to the OP section % GMTD-Rajamahendravaram 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 as per section-III clause - 8 (ii). As per Section-III clause-6 counting of distance will be from the starting point of the user and closing at the point wherever user completes his/her travel.

a) 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 section-IV clause – 18 of Tender Document.

10. In the event of any mechanical failure/break down of vehicle after its reporting duty, the service

provider shall arrange for replacement by another commercial vehicle. Non compliance may attract penalty as detailed below as per clause 11 of section-III of tender document (re-produced below for ready reference)

11. Penalty for breach of terms and conditions::

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

(ii) The penalty for absence during extra hour duty will be Rs. 150/- per occasion and for temporary absence during duty hours without valid permission shall be Rs. 110/- per hour of absence.

Signature of the Tenderer

(iii) In case of non availability of vehicles for any particular day penalty of Rs. 500/- per day shall be imposed in addition to deduction of hire charge on pro rata basis (basis KM slab) for the period.

iv) If the vehicle provided by service provider is found to be not in a 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 CGMT BSNL Vijayawada would be final.

(v) No payment will be made for vehicles supplied by the service provider older than 2014 model.

(vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given item (iii) above will be deducted from the running bills besides any other action which may even lead to the termination of the contract.

12. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the service provider, BSNL shall have no liability what so ever.

13. The Tender Document No. TENDER No.BSNL-EG/OP/H.V.e-Tender/2019-20/09 Dated at RMVM the 09-12-2019 schedule expenditure/appendix which we annexed to this agreement, such schedule be, respectively shall from part and parcel of this agreement and integral part of this agreement.

14. That service provider shall be liable for any legal dispute/cases/claims that have arisen or

may be rise during the currency of the agreement in respect of vehicles provided by service provider, BSNL, shall not be liable for any loss, damage etc, suffered/to be suffered by the service provider or the thirty party as the case may be.

15. If for any reason that BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hired 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.

The service provider shall also liable for all fines, penalties and the like of parking traffic, and other criminal offenses arising out of or concerning the use of the vehicle during the hired period.

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17. The service provider shall not act as broker for other hire companies or any individual 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 to or their near relatives as defined in Sec-I A of company Act 1956 and section-III clause 9 (1) and (ii) of the tender document. 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, over writing of summary/log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

20. The service provider shall not engage any person below 18 years of age.

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

a. No escalation is admissible during first 3 months of contract.

b. The variation of diesel price should be more than 10% for considering revision.

c. Formula: increase (or) Decrease in diesel price during the months =

Actual KM run x (Revised Rate - Base Rate per litre)
Average KMPL of diesel consumption

d. Base Rate of Diesel=Prevailing rate of diesel as on date of commencement of contract. Cost of the Diesel per liter is ----------.

e. Average KMPL is to be assumed as 12 Kms.

f. Review of change in diesel charges will take effect on quarterly basis irrespectively of commencement of contract i.e.31st March, 30th June, 30th September and 31st December

g. If any changes in hire charges shall be applicable from first day of next quarter.

h. The service provider shall submit supplementary bill for re-imbursement towards increase in diesel price on monthly basis without accumulation and it should be supported with proof of diesel price prevailing on 1st of the month.

22. The KMs not used during a particular month (monthly Kms slab or basic KM) shall be carried over to the subsequent two months and extra KMs if anytraveled during these (2) months will be adjusted against these unused Kms. If the shortage mileage is not adjusted within a period of two months, a proportionate amount (on basic Km basis) will be deducted at the end of the third month bill.

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23. In the event of any question, dispute or difference arising under the agreement or in connection there with (expect as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGM. AP of Bharat Sanchar Nigam Limited (BSNL) of the respective Circle/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 in-charge officer or by whatever designation such officers may be called (hereinafter referred to as the said officer).In the event of such Arbitrator or 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 reason whatsoever, the CGMT, AP of BSNL shall appoint another person's 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 as appointed is an employee of BSNL or a Government servant or that he has 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 or the matter 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 of or any rules made thereof. The venue of the arbitration proceeding shall be office of GMT of BSNL at Rajamahendravaram or such other place as the arbitrator may decide. The arbitrator may from time to time with the consent 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 proceedings under this clause.

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 responsible for companies of all the law /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 the contract.

26. Not withstanding anything contained in the Bid Document the successful bidder shall have to furnish an equivocal and unqualified undertaking/declaration to indemnify of this contract.

27. Any notice, request of statement hereafter shall be in writing and deemed to be sufficient given or rendered when sent by registered Mail or Fax to a party's Registered Office with a copy sent to the attention of:

PROPRIETOR

Name of the firm

Address:

_____

Asst. General Manager(OP).
Bharat Sanchar Nigam Limited
Address: BSNL % GM Telecom District,
East Godavari , Fort Gate,
Rajamahendravaram – 533 150

Signature of the Tenderer

Further, the said notice shall be deemed to have been validity given on (1) 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 registered mail or (ii) five days from the date of dispatch, if transmitted by intentionally recognized courier or registered air mail.

Signed_____Proprietor

Signed_____

(For and on behalf of the service provider)	(For and on behalf of the BSNL)
Name (caps) _____	Name (caps)
Position_____	Position:
Date :	Date:
In the presence of witness:	In the presence of witness:

Name Signature Name Signature

1. 1.

2. 2.

Signature of the Tenderer

APPENDIX - I

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

Item : Non AC Cars/Jeeps (Taxi plate)
Model of the vehicle : Not older than 2014 model

Duty Hours : 12 Hours.

Sl No.	Description	Non-AC Vehicles Indica (Diesel)	Non-AC Vehicles Jeep (Diesel)
1	Basic Rate for 1300 Kms		
2	Extra per Hour beyond 12 Hrs		
3	EXtra per KM beyond basic Kms		

4	Out Stn Night Halt charges		

** GST and IT as per rules applicable from time to time

Signed_____

(on behalf of BSNL)

Signature of the Tenderer

APPENDIX-II
SCHEDULE-B

Bharat Sanchar Nigam Limited
(A Govt. Of India Enterprise)
The list of authorities
(Approved by Head of the SSA)

Period of contract: From to

Name of the SSA/Unit: EG SSA Name of the Circle: AP Circle

S.No.	Name of the unit	Address	No. of vehicles Allotted for hire	Monthly basic KMs	Monthly hire charges (Basic Price) per vehicle (in Rs)	Type of Vehicle	Model
01.	GMTD EG SSA	BSNL Bhavan Rajamahendra					

		varam					

As per Section- IV clause-16, Duration/period of Contract:One year

Normally contract will be awarded for one year, however, extension for one more year in two spells of 6 months will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm limiting the quantity of service (+) (-) 25% as per clause 7 of section-IV of tender scheme.

Signature of the Tenderer

APPENDIX – III
SCHEDULE-B

Bharat Sanchar Nigam Limited
(A Govt. 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 GMTD, Rajamahendravaram The authority (the BSNL)

Order Details	:	
BSNL's order number	:	
Service provider's reference	:	
Name of Hiring unit	:	% GMTD, BSNL, Fort Gate, Rajamahendravaram
Desn. of authority hiring	:	GMTD
Delivery address	:	BSNL Bhavan, Fort Gate Rajamahendravaram or nearest officers place
Vehicle details	:	
Make and Model	:	
Fuel used	:	
Euro	:	

Hire details

Vehicle delivery date	:	
Period of hire (months)	:	12 months (and also extension period if required)
Hire charges	:	As per Appendix-I
	:	
Witness of BSNL		Signed_____
		(on behalf of the BSNL)

Witness of firm proprietor :

1.

2.

Signature of the Tenderer

APPENDIX – IV
SCHEDULE- B

(Certificate on non participation of near relatives in the tender called for hiring of light commercial vehicles on monthly basis for use in Office of General Manager Telecom, BSNL, Fort Gate, BSNL Bhavan, Rajamahendravaram, vide No.
TENDER No.BSNL-EG/OP/H.V. e-Tender/2019-20/09 Dated at RMVM the 09-12 -2019
as required under section-III, clause (9) (i) & (ii) of Bid – document

C E R T I F I C A T E

I, _____ S/o _____ hereby certify that none of my relative (s) as defined in Section.III, item (9) (i) and (ii) of tender document is/are employed in BSNL, unit as per details given in tender document. In case at any stages, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed_____

For and on behalf of the service provider

Signature of the Tenderer

APPENDIX – V
SCHEDULE
U N D E R T A K I N G

The Deed of undertaking executed on this day of ----------( ) by (Name of the firm) _____ duly authorised to sign, file and verify present undertaking by the said (Name of Proprietor_____ S/o _____ in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its registered office at Bharat Sanchar Bhavan, 1st Floor, Janpath, New Delhi – 110 001 and local office at BSNL Bhavan, Fort Gate, Rajamahendravaram–533 150 (hereinafter called BSNL) which terms shall me in and include its successors, administration heirs and assigns.

Whereas M/s BSNL invited bids of hiring of our wheeler vehicles. I participated in the bidding process and emerged as successful bidder with respect to Tender no. TENDER No.BSNL-EG/OP/H.V.e-Tender/2019-20/09 Dated at RMVM the 09-12 -2019.

We both the partners acknowledge that have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that:

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.

2. I/We shall fully protect, indemnity and hold harmless BSNL and its employees/officers/directors/agents or Representatives from and against any and all liabilities, losses, action, judgement damages, fines, penalties and costs (including) legal costs and disbursements) arising from or relating.

Any breach/violating of any directions, order from any Governmental authority any provisions of labour laws or any other laws, status or regulation that are or will be aimed to protect the interest of the works/laborers engaged by the service provider in past and during the course of this contract.

OR

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

OR

Guidelines, instruction, etc

In witness where of this undertaking has caused on the_____

Date:

Place:

Signature	WITNESS
Name :	1.
	2.

Signature of the Tenderer