



**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)**

OFFICE OF THE GENERAL MANAGER TELECOM
DISTRICT, BSNL KADAPA – 516001.

No. GMTD-CDP/2020-21/e-Tender/Hire Vehicles/5 dated at Kadpa-1, the 27-05-2020

**E-TENDER FOR HIRING OF
LIGHT COMMERCIAL VEHICLES (JEEPs) TATA SUMO / BOLERO
OR EQUIVALENT FOR KADAPA SSA
FOR THE YEAR 2020-21**

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TECHNICAL BID

SECTION-I

NOTICE INVITING TENDER

1. Tenders are invited through **E-TENDERING PROCESS** by the General Manager, Telecom District, BSNL, Kadapa - 516001 from the prospective agencies and individual bidders for providing light commercial vehicles such as Non-AC JEEPs not older than **2014 models** for the year 2020-21 for Kadapa SSA. Estimated Cost of the Tender is Rs.24,00,000/- (Rupees Twenty four Lakhs only).

2. **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website www.ap.bsnl.co.in. The tender document for participating in E-tender shall be **available** at **<https://apbsnl.etenders.in>** from 30-05-2020 onwards.

Bidders must register on the e-tender portal if not already registered earlier (at <https://apbsnl.etenders.in>) refer point no 4 of Special instructions to bidders for e-tendering), and follow all instructions for participating in bidding for the tender. **(Please note that the bidders cannot participate in the tender without downloading official copy of the tender document).**

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

DD / Bankers cheque for an amount of Rs.1180/- (Rs 1000 + GST 18%) drawn in favour of AO (Cash) O/o GMTD, Kadapa shall have to be submitted towards tender document fee, failing which the bid will be rejected. All NSIC/MSME registered bidders are exempted from paying the document fee and EMD

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

3. **Sale of physical tender Document:** Not applicable.

Schedule to the invitation of Tender

1. Designation and address of the authority Inviting Tender : The General Manager, Telecom District, BSNL, Kadapa
2. Tender No. : No.GMTD-CDP/2020-21/e-Tender/Hire Vehicle/5 dated 27-05-2020.
3. Tender Value for 5 Hire vehicles : Rs 24,00,000/-
4. Last Date & Time of Depositing Tender/ Bid: 13.00 Hrs. of 16-06-2020.
5. Time and date of Opening of Tender (Technical Bid) : 15.30 Hrs. of 16-06-2020.
6. EMD / Bid Security for five vehicles : Rs.60,000/- for 5 vehicles
7. Minimum Validity of Tender offer : 180 days from the date of opening
8. Type and number of vehicles required : 5 Nos. of Non-AC JEEPs of model not less than 2014 model
9. Stations where vehicles required : Kadapa district
10. Duration of contract : One Year with an option of extension for one more year or part there of on same rates.
10. Total Number of pages of Tender document: 44 pages

Note 2:- 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.

Place of opening of e – Tender bids:

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Note: However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE in the room of Asst. General Manager (Admin) 1st Floor, % GMTD , BSNL Kadapa where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

11. Tender bids received after due time & date will not be accepted.
12. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected

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13. The GMTD Kadapa reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. GMTD, Kadapa also reserves the right to select one or more contractors.

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.

Note: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

**Asst.General Manager (Admn),
BSNL, %GMTD,Kadapa-516001,
Contact No. 08562-249901
Mail ID: agmadmin_cdp@bsnl.co.in**

SECTION-II (A)
TENDER INFORMATION

1. Type of tender: Single Stage bidding- Two stage opening using two electronic Envelopes.

Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

2. Bid Validity Period: 180 days from the tender opening date and can be extended **validity of bid offer for acceptance by BSNL**

3.The tender offer shall contain two electronic envelopes the first envelope will be named as techno- commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quotes.

4. Submission of Tender: The Technical bid and financial bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 5 of Tender Information. The DDs and power of Attorney bid should be submitted offline by dropping in the tender box provided in AGM (Admn) Room, 1st Floor, %GMTD Kadapa before **13.00 hrs of 16-06-2020**. The GMTD, Kadapa reserves the right to extend the date of accepting the Tenders.

The financial bid should be submitted online only. No other mode of submission of financial bid is accepted under any circumstances.

5. List of documents to be attached with Technical bid:

1. Demand draft /Bank guarantee towards EMD @ Rs 60000/- for 5 vehicles drawn in favour of AO(Cash) BSNL O/o GMTD, Kadapa.
2. Experience, if any,(optional) (attach performance certificate from Govt./PSU Companies/Public Agencies/Firms. Certificate to be submitted in Technical Bid duly certified.
3. Proof of Registration/ Partnership Deed only for firms & Companies (Attested Xerox copy). In case of individual, no proof of Registration is required, but an undertaking is to be submitted (as per proforma) Annexure II.
- 4.EPF and ESI proof (Attested copy), if applicable if not registered declaration may be submitted.
- 5.GST Registration (Attested copy), if applicable, if not registered declaration may be submitted.
- 6.Declaration of non working of near relatives in BSNL (As per the proforma) Annexure-I.
- 7..Certification regarding downloading of application from internet (Annexure. III) and DD drawn from any banks towards cost of the Tender Document for Rs.1180/-(Rs 1000 + GST 18%)drawn in favour of AO (Cash) O/o GMTD, Kadapa.
8. Self attested copy of PAN CARD of the bidder.
9. Self declaration stating that the firm / individual not black listed / debarred as on date in annexure-IV.
10. Tender documents digitally signed for having read it & accepted it.
11. Tender/ Bid form duly filled & signed in all pages where required for off line submission.

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12. Detailed statement of Registered Commercial Vehicles owned/leased, as per format at Annexure-II

13. All other documents required as per the conditions of tender document.

14. Copy of NSIC/MSME Registration certificate which is in current.

Note: EMD & cost of tender document should be submitted in original in physical form.

6. Financial envelope (online) shall contain:

Financial bids along with Price Schedule with all relevant bid annexure. The rate quoted should be exclusive of GST etc. Financial bid should be submitted online through portal only. **No other mode of submission of financial bid is accepted under any circumstances.**

7. Off Line documents for submission : The following documents are required to be submitted off line (i.e. Off line submissions) to Asst.General Manager(Admn), 1st Floor, BSNL, % GMTD., Kadapa -516001.

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 in the form of DD / Bank guarantee (original copy)
- ii. DD/ Banker's cheque of Tender schedule fee (original)
- iii. Power of Attorney if any

Evaluation of Tender: There will be two types of evaluation.

a. Technical /Pre-selection Bid.

b. Financial / Price Bid.

c. On the day of opening of tenders, only Technical Bids will be opened. Financial bids will not be opened on that day.

d. Based on the result of the technical screening, Financial Bids will be opened on a specified date and will be intimated to all technically qualified bidders.

e. Only one authorized representative from each tenderer will be permitted to be present at the time of opening of bids.

8. VENUE OF THE OPENING OF TENDERS: Asst.General Manager (Admn), 1st Floor, % GMTD BSNL, Kadapa-516001.

Note: At the time of opening the bids, initially offline submitted envelopes of all bidders will be opened. The Electronic envelope consisting Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions mentioned at para 7 above.

In case where the documents of bid security etc. are not submitted in the manner prescribed above, bid of the bidder shall be rejected. An index showing the details of documents uploaded must also be uploaded.

Note 1:- All statutory taxes as applicable from time to time shall be deducted at source before payment.

SECTION-II(B)
SCOPE OF WORK

The Bidder is required to provide light commercial vehicles JEEPs (TATA SUMO/BOLERO or EQUIVALENT) fully conforming to RTA/RTO regulation also along with fuel, driver etc. and carryout periodical maintenance and execute the work through their Supervisor.

The work consists of one part i.e., monthly slab rate based on BSNL's requirement. As per monthly requirement, the vehicles will be requisitioned. The Monthly KM hire slab on which Jeeps are required and the estimated number of such hiring per Month are tentatively indicated below.

Monthly hire slab (scheduled works).....: 2000KMs
No. Of vehicles (Jeeps) required.....: 5 Nos

S. No	Controlling officer's Head Quarters	SDCA Areas for operation	No. Of vehicles
1	SDE (O&I), Sanchar Bhavan Kadapa	Entire Kadapa SSA	1
2	SDE (Txmn Mtce), Sanchar Bhavan, Kadapa	Kadapa SDCA	1
3	SDE (Groups), Proddatur	Proddatur , Jammalamadugu, Yerraguntla SDCAs	1
4	SDE(Groups), Rayachoty	Rayachoty, LRPalli, Vempalli and Pulivendla SDCAs	1
5	SDE (Groups), Rajampeta	Rajampeta, Kodur, Siddavattam and Badvel SDCAs	1

The Tables shown above is 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. requirement of Jeeps are for the places shown below in Kadapa Telecom District and the successful vendor has to put their vehicles in any of these places as per the letter of intent, operational anywhere in the SSA as per the requirement.

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand of vehicles with licensed Drivers with age between 18 and 60 years, registered as commercial vehicles on hiring basis for running within the jurisdiction of Kadapa SSA. However if necessity arises, the GMTD, BSNL, Kadapa reserves the right to order any vehicle to any place in the states of AP/Telangana for the required period. The Tenderer should provide the vehicles for such journeys at the normal rates quoted by him. No advance payment will be made for such journeys. 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 Schedule of requirement at section-IV(C). However, BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters.
3. **Duty Hours** of vehicles are normally for ten hours per day on all days of the month. Two Sundays will be given as Holidays. Normal working hours are 08.00 AM to 08.00PM. However actual duty hours / days shall be specified by actual users of vehicle. If required by the controlling officer, the vehicle will be used beyond 12 hours also and extra payment will be made as per the scheduled rates, part of the hour will be rounded off to the nearest hour.
4. **Notice period for supply of vehicles** shall be one day in advance as per requirement. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of Controlling Officer's H/Qs. 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 point wherever user completes his / her travel. The distance covered between user delivery address and the garage/ normal parking place will be allowed on actual basis or 3 KMs whichever is less. Maximum 6 KMs are allowed per day.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and he 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. must be specified in the bid. All drivers should be provided with BSNL Mobile connections.
 - (ii) **Identity:** Proper Personal record of the driver to be maintained by the Service provider 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 required to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, he 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 paying the vehicles in as per agreement will be borne by the Service Provider.
- (vii) **Parking / Toll Charges, if any, may be claimed by Producing valid parking / Toll slips along with monthly claims**
- (viii) **Attested copy of driving license of drivers should be submitted during the contractual period.**
- (ix) **Consumables like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability.**
- (x) **Assign driving to only qualified experienced licensed drivers whose age should be between 18 and 60 years and also assume full responsibility for the safety and security of the officers/officials and store items.**
- (xi) **Driver has to maintain the Log book and the Vehicle user has to sign the Logbook on all days of usage, as per prescribed format of BSNL (Annexure -6).**
- (xii) **Vehicles Up-keep shall be in good condition along with good and clean Seat cover and 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) **Un-used KMs if any during a particular month (monthly KM slabs) will be carried over to the subsequent consecutive 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.**

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, absorbed or on deputation from DOT or other departments are prohibited from participation in this tender.**

The near relatives for this purpose or defined as;

Members of Hindu Undivided Family;

(a) They are Husband and Wife

(b) 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)

- (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. 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. will be borne by BSNL. 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) Any direct or indirect liability arising out of 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) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers

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 up to Rs.500/- will be imposed in addition to deduction of Hire Charges on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.700/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75/- per hour of absence.
- (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.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document or older than prescribed/tendered model, the vehicle will be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of the General Manager, Telecom District, BSNL, Kadapa would be final.
- (vi) Contractor 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.

SECTION-IV
GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

1.1 The Bidder should own or have on lease sufficient number of light commercial vehicles registered as taxis for hiring with permit from RTOs. The full details of the vehicles and a clear declaration that the bidder will be able to supply light commercial vehicles of model not older than 2014 for Non-AC JEEPs shall be provided.

1.2 The bidder should have minimum one vehicle in his own name.

1.3 The bidder should have at least one year experience certificate of satisfactory performance in similar services preferably with Government/ Public Sector or reputed Pvt. Ltd Companies / Firms.. 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 (year) from the date of NIT 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. Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.30 hrs. of 16-06-2020. Technical Bids of the Tenders received will be opened on that day. 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.

3.1 No correspondence in this regard will be entertained. Incomplete columns should be furnished with relevant details and no column should be left blank.

3.2 Bidder shall furnish the documents as per Technical Bid Form at Section VI

3.3 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-I. 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.

3.4 The duly filled tenders must be accompanied with a Bid Security amount of Rs.60,000/- (Rupees sixty thousand only) for 5 vehicles, valid for 180 days from the date of tender opening as Bid Security as per format at Annexure-3 (to be attached to Technical Bid). NSIC/MSME holders are exempted from submission of EMD.

3.5 Tender (offline Bid) should be submitted by name to , Assistant General Manager (Admn), O/o General Manager, Telecom District, BSNL, Kadapa-516001 on or before 13.00 hrs of 16.06.2020.

3.6 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.

3.7 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.

3.8 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.

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

3.10 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 & 3.6) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Annexure-4). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid and qualified in Technical evaluation.

5. Bid Evaluation:

5.1 It is a two stage Bid (Technical and Financial Bids). 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.

5.2 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. Financial bids of technically responsive bid will only be opened and evaluated further.

5.3. The procedure adopted for comparison of substantially responsive bids shall be on the basis of lowest quoted bid inclusive of all levies and charges but excluding GST as indicated in schedule at Section V of the bid document.

5.4 If there is a discrepancy between words and figures the amount in words shall prevail.

5.5 The L 1 bidder will be decided based on the rates quoted for 2000 KMs per month.

5.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute material deviation provide such waiver does not prejudice or affect the relative ranking of any bidder.

6. Award of Contract:

The successful bidders 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 **Appendix-1** of bid document. In case the Tenderer did not turn up within the specified period of 2 weeks, Tenderer has to forfeit of the EMD amount.

L-1 bidder can be awarded 60% of the total requirement and remaining vehicles to the other successful bidders with L-1 rates at description of GMTD. However, GMTD Kadapa reserves the right to award entire quantity of work to L-1 bidder.

7. Right to vary quantities:

BSNL reserves the right at the time of award of contract and during the period 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.

8.2 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 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

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

11. Bid Price:

11.1 The supplier shall quote price as per schedule given in **Section V - Annexure-1** for all types of Vehicles given in the schedule of requirement. The price should include all types of taxes, excluding GST, as applicable from time to time.

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

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

12. Bid Security:

12.1 Pursuant to clause 3.6, the bidder must deposit Rs. 60,000/- (Rupees sixty thousand only), as Bid Security. The Bid Security shall be in the form of Demand draft or Bank guarantee drawn in favour of Accounts Officer (Cash) O/o GMTD, BSNL, Kadapa-516001 and may be submitted along with technical bid.

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 state and returned to the Bidder unopened.
- iv) The bid security of unsuccessful Bidder will be 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 Monthly bills in respect of vehicles engaged shall be submitted in duplicate to the authority specified in contract along with completed extract copy of log book duly signed by the user by the 5th of the following month for payment. In case, the bills are not submitted to BSNL as per above schedule, BSNL will not take responsibility for delay in payment.

14.2 The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the Log Book. In no case, Log Book without signature of the User will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis and if it is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

14.4 Driver has to maintain the Log book and Vehicle User has to sign the Log Book on all the days of usage, as per Log Book pattern mentioned in the Appendix-2.

15. Clause by clause compliance:

A clause- by - clause compliance of service to be provided shall be given as per Scope of Work Under Section II and General & Commercial Conditions Under Section 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, extension for the next year / part thereof will be considered keeping in view the BSNL requirements and satisfactory performance of the contractor. This extension will be on same rates, terms and conditions.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value within 2 weeks of conveying BSNL's intention for accepting the Bid as Performance Security.

17.2 Performance Security shall be submitted in the form of Cash or Bank Guarantee issued by a scheduled Bank and should be valid for a period of 18 Months and in the Proforma provided at Appendix-1 of the bid document. In case of Extension of Tender also the BG should be submitted for a period of 18 Months from of the date of extension of the Tender.

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. Termination of Contract:

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

18.3 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

19. Termination for insolvency:

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

20. Insurance:

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

21. Prices:

21.1 The rates should be on monthly basis. The KM slabs for monthly hire are shown in Scope of Work in Section II(B). The rate for extra per Hour, detention and extra per KM running is to be indicated there in.

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 / Levies for the services to be availed from the date of enactment of revised Taxes/Levies.

21.4 In case of change in taxes/ duties other than GST during the contractual period, service provider shall take the benefit or loss due to revised 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 what so ever 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 Petrol/Diesel during the month =
Actual KMs run by the vehicle X {Revised rate per liter -Base rate per liter}
Average KM per liter of Diesel / Petrol consumption (KMPL)

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

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, 30th Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

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 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.

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

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 the Chief General Manager, Telecom., A.P. Circle, Vijayawada of Bharat Sanchar Nigam limited (BSNL) *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 Chief General Manager, Telecom., A.P. Circle, Vijayawada 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 Chief General Manager, Telecom., A.P. Circle, Vijayawada 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 the Chief General Manager, Telecom., A.P. Circle, Vijayawada of BSNL 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.

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. If 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 within 30 days.

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

27. All the Legal disputes, if any, should be within the jurisdiction of Vijayawada city only.

SECTION- IV (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.in> adopted by APBSNL Telecom Circle as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

❖ **Service Provider's Information:** The APBSNL has adopted eProcurement System for its some of SSAs/District Office through <https://apbsnl.etenders.in>. The details of our eProcurement Service provider are asbelow:

M/s Nextenders (India) , Pvt. Ltd. (OR)

M/S ITI Ltd Contact No: 020 25315555,Ext no 8 then 3

Email: support.bsnl@nextenders.com

❖ **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 eProcurement Portal (website) <https://apbsnl.etenders.in>.

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.

❖ **Viewing of Online Tenders:** The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "eProcurement 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 eTender.

❖ **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>.

E-Tender for hiring of Light Commercial Vehicles (Non-AC JEEPs) for KADAPA SSA for the year 2020-21

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.

❖ **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 normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our e-Procurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd.

Help Desk No.: 020 25315555 Ext no 8 then 3

Email: support.bsnl@nextenders.com

The Bid (Online Offer) for a particular e-Tender 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

- 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 e-Procurement Portal (website) through <https://apbsnl.etenders.in>

❖ **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 e-Procurement Portal through <https://apbsnl.etenders.in>.

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

- A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online e-Tender) 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.

❖ **Submission of Tender Document Fees:**

- The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

❖ **Tender Download:** The Eligible Bidders can download the Tender Document online from above e-Procurement Portal <https://apbsnl.etenders.in> on or before the Schedule Dates mentioned in the e-Tender floated.

❖ **Submission of online bids:** The bidders are required to prepare their bids on online e-Procurement 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 e-Tender. 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.

❖ **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-

E-Tender for hiring of Light Commercial Vehicles (Non-AC JEEPs) for KADAPA SSA for the year 2020-21

Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by BSNL. 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 online through the BSNL e-Tendering Portal (website).

❖ **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.

SECTION - IV (C)

Schedule of Requirements for HIRE VEHICLES

Requirement of JEEPs (TATA SUMO / BOLERO or EQUIVALENT) of model 2014 or above is for the places shown below in Kadapa Telecom District and the successful vendor has to put their vehicles in any of these places as per the letter of intent (LOI) issued by this office for operational anywhere in Kadapa SSA . However as per the requirement from time to time, the GMTD Kadapa reserves the right to order for modify/change area of operation for any vehicle.

No. Of Vehicles (JEEPs) required : 5 Nos.

(Scheduled Works) Monthly Hire Slab of 2000KMs:

S. No	Controlling officer's Head Quarters	SDCA Areas for operation	No. Of vehicles
1	SDE CI (O&I), Sanchar Bhavan Kadapa	Entire Kadapa SSA	1
2	SDE (Txmn Mtce), Sanchar Bhavan, Kadapa	Kadapa SDCA	1
3	SDE (Groups), Proddatur	Proddatur , Jammalamadugu, Yerraguntla SDCAs	1
4	SDE(Groups), Rayachoty	Rayachoty, LRPalli, Vempalli and Pulivendla SDCAs	1
5	SDE (Groups), Rajampeta	Rajampeta, Kodur, Siddavattam and Badvel SDCAs	1

SECTION-V
FINANCIAL BID (Proforma)

Tender No. GMTD-CDP/2020-21/e-Tender/Hire Vehicle /5 dated at Kadapa, 27-05-2020.

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided as per NIT..... 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 thisDay of.....2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encl: Financial Bid Quotation

**ANNEXURE-1
(financial bid Quotation)**

**MONTHLY HIRE CHARGES for JEEPS (TATASUMO / BOLERO
(or) EQUAIVALENT)**

(Scheduled Works) Monthly Hire Slab of 2000KMs:

Tenderer / Bidder's Name : _____

S. No	Type of vehicle / Model	Job description / monthly hire charges	Hire charges per one vehicle in figures and words including Levies / Taxes if any excluding GST (Quotation)	
			In figures (Rs)	In words (Rupees)
1	DIESEL NON-AC JEEPS --- TATA SUMO / BOLERO or Equivalent Model 2014 and above	1. For 2000 KMs / month (basic KMs)		
		2. Extra per KM beyond basic KMs.		
		3. Extra per Hour beyond 12 HRs of detention charges		
		4. for Outstation Night Halt charges		

(* Rates quoted should include all Taxes excluding GST) and per vehicle

Note : -Requirement of HIRE VEHICLES are as shown in schedule of requirements at section - IV (C)

Date

Seal

Signature of the Tenderer

SECTION-VI

**HIRING OF LIGHT COMMERCIAL VEHICLES FOR
KADAPA SSA FOR THE YEAR 2020-21.**

TECHNICAL BID FORM

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) :	
	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 (if registered and applicable) : (attach Proof)	
3.c	Registration / Allotment Number of	
	ESI (Attach Proof) (if applicable) :	
	EPF (Attach Proof) (if applicable) :	
	Any other social security scheme for workers : (Like Group Insurance/personal accident insurance/pension etc. for Drivers) (Give details) :	
4.	Experience, if any (optional) (attach performance Certificate from the Govt. / PSU Companies /Public Agencies / Firms) : / Years	
5.	Detailed Statement of Registered commercial vehicles owned/leased, as per format at Annexure-2.	

DATE

SEAL

Signature of the Tenderer

ANNEXURE-2
(To be attached to Technical Bid)

Statement of Vehicles owned/leased by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of "OWNED" Vehicles in our fleet of operation as on date									
Sl. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (TATA SUMO / BOLERO or equivalent, please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									

Note: Use additional sheets if required. Please attach copy of proof.

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

**ANNEXURE-3
(To be attached to Technical Bid)**

BID SECURITY BOND

Whereas (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 (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 CONDITIONS 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 or 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 or 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 Witness
Name of Witness
Address of Witness

Signature:
Name :
Signed in Capacity of
Full Address of Branch
Telephone No.of Branch
Fax No. of Branch

**ANNEXURE-4
(To be attached to Technical Bid)**

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

To
The

Bharat Sanchar Nigam Limited.

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:

I. 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.

ANNEXURE-5
(To be attached to Technical Bid)

Certificate of Non-Participation of near Relatives in the Tender as required under Section-.III, clause (9) of Bid Documents.

Certificate

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

Signed:

(Signature of the Tenderer)

Name (Caps):

Date

ANNEXURE-6

(To be attached to Technical Bid)

Certificate to be given by those who have downloaded the Tender Schedule

This is to certify that the Tender Schedule down loaded is the exact replica of the original one kept on BSNL web site and no additions, alterations or deletions have been made to the original schedule.

PROFORMA OF SELF DECLARATION AS SOLE PROPRIETOR FOR PROPRIETORSHIP CONCERNED FIRMS (On Firm Letter Head)

I S/o , am the Sole Proprietor of the Firm..... at D.No.....(With full address)

**Signature :
Stamp :
Date :**

Signature of the Tenderer

ANNEXURE-7
(To be attached to Technical Bid)

Details of Tenderer
(to be filled in by the Tenderer)

1. Name & Full address of the Tenderer :

2. Status of the Tenderer whether proprietor,
partnership, limited company etc., :

3. Telephone no(s). :

- Mobile number :

4. GST No. and date :

5. PAN No. :

6. EMD payment particulars :

7. Cost of Tender Schedule payment particulars :

8. Details of experience, if any. :

9. Any other information, please specify :

Place:

Signature of the Tenderer with Seal

Date:

APPENDIX -1
PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Limited, 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 ofwe, (name of the bank) (here in after referred to as "the Bank") at the request ofService Provider's do hereby undertake to pay to the BSNL an amount of not exceeding, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

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

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

4. We (name of the bank)further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Eighteen months from date herein and further agree 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 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.

APPENDIX-3 AGREEMENT FOR VEHICLE HIRE

This agreement is made on this day of 2020 between M/S / SRI/SMT..... (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 Sri/Smt.....

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 Bhavan, Janpath, New Delhi-110 001 and acting through its authorized official Sri....., 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 Annexure-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 following.

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 of model not older than 2014 for Non-AC JEEPs on the rates accepted as described in schedule vide Annexure-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. 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-6 shall place an order for their requirement on the official Hire order form Appendix-4 (herein after called Hire order) and will receive acknowledgment from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the 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 model not older than 2014 for Non-AC JEEPs 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.

6 (a) If the service provider proposes any change of vehicle already provided for any reason he should obtain prior permission from the competent authority, well in time.

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document 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 logbook sheet 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 logbook sheet, 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 3 KMs whichever is less. Maximum 6 KMs are allowed per day.

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 (11) of Section III of Bid Document.

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

11.1 In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs.500/- may be imposed in addition to deduction of Hire charges on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.700/- per break down shall be imposed.

11.2 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

11.3 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.

11.4 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.

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 schedules annexure / appendix which were annexed to this agreement, 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 offenses 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 absorbed or on deputation to BSNL or their near relatives as defined in Schedule-IA of Company Act 1956 and clause (9) of Section-III of the Bid documents. A certificate to this effect is annexed to this agreement as Annexure-5.

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 and should be less than 60 years of age.

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

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

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of C.G.M. 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 CGM 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 CGM 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 CGM of BSNL at Vijayawada 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 any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix -V duly attested by a Magistrate / Executive Magistrate.

27. All the Legal disputes, if any, should be within the jurisdiction of Vijayawada city only.

28. Any notice, request of statement here under 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 GM
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
Name (caps):
Position:
Date:

For and on behalf of the Service Provider
Name (caps):
Position:
Date:

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

Appendix-4

BHARAT SANCHAR NIGAM LIMITED (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-5
UNDERTAKING

This deed of undertaking executed on this day of Two thousand and by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)----- S/O residing at..... on behalf said M/s (Name of the Firm, Company, Trust, Society, etc.) having its office at-----and duly authorized to sign, file and verify present undertaking by the said (Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at 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::

(i) I/ Weshall 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:**

(iii) 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

Signature of the Tenderer

E-Tender for hiring of Light Commercial Vehicles (Non-AC JEEPs) for KADAPA SSA for the year 2020-21

OR

(iv) 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

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

In witness where of this undertaking has caused on the

Day Month of Year

Date:

Place:

(Signature.....)

Name:

Designation:

WITNESS : 1)

2).....

APPENDIX-6
BHARAT SANCHAR NIGAM LIMITED
(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	Monthly Hire Charges per Vehicle	Make	Model	Monthly Contracted KMs
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Signed
(on behalf of BSNL)
Name (caps)
Position
Date