



Bharat Sanchar Nigam Limited.

(A Govt. of India Enterprise)

Office of the General Manager, Telecom District, Vijayawada-4.

BID DOCUMENT

No.G-15/BSNL/VJ/H.V.Tender/Jeeps/2020-21/1 Dtd. 25-04-2020.

TENDER DOCUMENT FOR HIRING OF JEEPS FOR
KRISHNA SSA FOR THE YEAR 2020-21

Cost of the Form : Rs.590/-(Rs.500+GST Rs.90)
Cash receipt No. :
Date :
Issued to :

Asst. General Manager (HR/Admn)
O/o General Manager, Telecom District,
Vijayawada-520004.

Last Date & Time for submission of the Tender is 15.30 Hrs of 15-05-2020

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
SECTION-I	NOTICE INVITING TENDER	3
SECTION-II	SCOPE OF WORK	4
SECTION-III	SERVICE PROVIDERS OBLIGATIONS	5 to 8
SECTION-IV	GENERAL (COMMERCIAL) CONDITIONS	9 to 17
SECTION-V	FINANCIAL BID	18
ANNEXURE-I	SCHEDULE OF REQUIREMENTS & HIRE CHARGES (ENCLOSURE TO FINANCIAL BID)	19
SECTION-VI	TECHNICAL BID	20
ANNEXURE -2	STATEMENT OF JEEPS OWNED BY THE BIDDER	21
ANNEXURE-3	BID SECURITY BOND	22
ANNEXURE-4	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	23
ANNEXURE-5	NON-PARTICIPATION OF NEAR RELATIVES CERTIFICATE & NON –EMLOYMENT OF NEAR RELATIVES IN BSNL	24
ANNEXURE-6	DOWNLOAD OF TENDER & PROPRIETORYSHIP OF FIRM CERTIFICATE	25
ANNEXURE -7	DETAILS OF BIDDER	26
APPENDIX-1	PERFORMANCE SECURITY BOND	27 to 28
APPENDIX-2	VEHICLE LOG BOOK PROFORMA	29
APPENDIX-3	AGREEMENT FOR VEHICLE HIRE	30 to 34
APPENDIX-4	HIRE ORDER	35
APPENDIX-5	UNDERTAKING	36 to 37
APPENDIX-6	THE LIST OF AUTHORITIES	38

SECTION-I

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

Office of the General Manager, Telecom District, Vijayawada-4.

NOTICE INVITING TENDER

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, properly Sealed tenders are invited from prospective Agencies and Individual bidders for providing Jeeps not older than **2014** models for the year 2020-21 for Krishna SSA.

Intending eligible bidders may obtain Bid Document from the Sub Divisional Engineer (General), O/o General Manager, Telecom District, BSNL, Vijayawada on payment of Rs.590/- (Rupees Five hundred ninety Only) (non refundable) on all working days up to 16.00 hrs of 14 -05-2020. The payment will be accepted in the form of cash receipt / Crossed Demand Draft drawn on any Scheduled Bank payable at Vijayawada in favour of Accounts Officer (Cash) O/o GMTD, BSNL, Vijayawada. Bidders shall have to deposit **Rs.9,000/- (Rupees Nine thousand only) per Jeep** as Bid Security in the form of Demand Draft drawn in favour of Accounts Officer (Cash) O/o GMTD, BSNL, Vijayawada along with the bid.

Schedule to the invitation of Tender

- | | | |
|---|---|--|
| 1. Designation and address of the authority inviting Tender | : | The General Manager, Telecom District, BSNL, Vijayawada |
| 2. Tender No. | : | No.G-15/BSNL/VJ/H.V.Tender/Jeeps/2020-21/1 dated 24-04-2020. |
| 3. Time and last date of issue of Bid Document: | : | 10.00 Hrs. to 17.00 Hrs on all working days from 25 -04-2020 to 14 -05-2020. |
| 4. Last Date & Time of Depositing Tender/ Bid : | : | 15.30 Hrs. of 15-05-2020. |
| 5. Time and date of Opening of Tender (Technical Bid) | : | 15.30 Hrs. of 16 -05-2020. |
| 6. EMD / Bid Security for one Jeep | : | Rs. 9000/- for one Jeep |
| 7. Minimum Validity of Tender offer | : | 180 days from the date of opening |
| 8. Number of Jeeps required | : | Approx. quantity 09 Jeeps |
| 9. Duration of contract | : | One Year with an option of extension for one more year or part thereof on same rates, terms and conditions |
| 10. Total Number of pages of Tender document : | : | 38 pages |

Bid Document and subsequent clarifications on bid terms if any can be down loaded from BSNL web site www.ap.bsnl.co.in. Bidders in their own interest are requested to keep on visiting our Web Site for subsequent Corrigendum, Additions and Clarifications. No other Press advertisement will be published in this regard. If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs. 590 /- as cost of documents and the same should be kept with the TECHNICAL BID in addition to Bid security amount of Rs.9,000/- per Jeep.

**General Manager,
Telecom District, BSNL, Vijayawada**

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.

Scheduled Work:-

Monthly KM Hire Slab:

As per monthly requirement the Jeeps will be requisitioned. The Monthly KM hire slab of 1500KM is required and the estimated number of such hiring Jeeps per Month is tentatively indicated below.

Type of Vehicle	No. of Jeeps in Monthly Hire Slab 1500KM	No. of Jeeps required station wise
Jeep (Mahindra & Mahindra/ Qualis/ Sumo/ Tavera or equivalent)	09	Vijayawada-4 Machilipatnam-1 Gudivada-1 Nuzvid-1 Challapalli-1 Nandigama-1

The Table 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. The additional requirement for a short period to meet the 'Peak Operational requirement', if any, on day to day basis also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this Tender but may not exceed 25% of the above estimated quantity. On need basis extra KM of each vehicle will be extended.

Signature of the Tenderer

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 Krishna SSA. However if necessity arises, the GMTD, BSNL, Vijayawada 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 Jeeps** 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.
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 09.00 AM to 07.00PM. 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 10 hours also and extra payment will be made as per the scheduled rates.
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 HQs. 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 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.

Signature of the Tenderer

- (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, within 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) **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 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.

Signature of the Tenderer

- (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 of all BSNL employees (non-executive employees) working in A.P. Telecom Circle & executive employees (also called Group A & B Officers) working in A.P. Telecom Circle, either directly recruited or on deputation 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 offence under Section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- (iii) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers

Signature of the Tenderer

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

Signature of the Tenderer

SECTION-IV
GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

1.1 The Bidder should own or have on lease sufficient number of 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 commercial vehicles of model not older than **2014 Jeeps** shall be provided.

1.2 The bidder should have minimum Three vehicles in his own name.

1.3 The bidder should be able to supply **minimum** 50% of Tendered quantity of jeeps.

1.4 The bidder should have at least 03 Years of experience in supply of jeeps to any Central/state/PSU government organizations or any reputed private firms. Necessary self attested documentary proof may be submitted along with technical bid. The experience certificate should be issued by the officer equivalent to the minimum rank of Divisional Engineer in case of BSNL, Central or State Government Department/PSU, and of work order issuing authority in case of Licensed Telecom Service Provider or private firm.

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 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 super scribed "**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 Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.30 Hrs. on 16-05-2020. 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.

No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope is liable for rejection. All Columns should be furnished with relevant details and no column should be left blank.

3.3 Financial Bid of the Technically successful bidders only will be opened.

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

Signature of the Tenderer

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-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.

3.6 The duly filled tenders must be accompanied with a Bid Security amount of **Rs.9,000/-** (Rupees Nine thousand only) **per vehicle**, 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 holders are exempted from submission of EMD,

3.7 Tender should be submitted by name to **Sri R.V.VIJAYA KUMAR, Assistant General Manager (HR/Admn), O/o General Manager, Telecom District, BSNL, Vijayawada-4** on or before 15.30 hrs of 15 -05-2020

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. Conditional tenders are summarily be rejected.

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 if received 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 & 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.

Signature of the Tenderer

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 evaluation of substantially responsive bids shall be on the basis of lowest quoted bidder in that particular **STATION** as indicated in Scope of Work in **Section-II** and 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 evaluation of Tender will be done based on the rates quoted for 1500 KM per month only for each station.

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 50% of the total requirement and remaining to the other successful bidders with L-1 rates as per GM approval. If two bidders quote the same rate and are L-1, then the L-1 with more experience and turn over will be considered first and then the other L-1 as per requirement. However, GMTD Vijayawada 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 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.

Signature of the Tenderer

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.9,000/- (Rupees Nine thousand only) **per vehicle**, as Bid Security. The Bid Security shall be in the form of Demand draft drawn in favour of Accounts Officer (Cash) O/o GMTD, BSNL,VJ-4 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.

Signature of the Tenderer

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.

Signature of the Tenderer

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the contracted 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* 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 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.

Signature of the Tenderer

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 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 or 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.

Signature of the Tenderer

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 at Vijayawada can be considered for 50% 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 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).

Signature of the Tenderer

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. 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.

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.

Signature of the Tenderer

SECTION-V
FINANCIAL BID (Proforma)

Tender No. G-15/BSNL/VJ/H.V.Tender/Jeeps2017-18/ 1, Date19 -12-2017.

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 of2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encl: Schedule of Requirement & Hire charges

Signature of the Tenderer.

ANNEXURE-1
(To be enclosed to financial bid)

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

(Scheduled Works) Monthly Hire Slab of 1500KM:

Sl. No.	Station where the Jeep is required	No.of Jeeps required	Model of Jeep 2014 and above	Hire charges per Jeep per month for slab rate of 1500 KMs in Rs. (excluding GST)	
				In figures	In words
1	Vijayawada	04			
2	Machilipatnam	01			
3	Gudivada	01			
4	Nuzvid	01			
5	Challapalli	01			
6	Nandigama	01			

a) For extra KM (Rs./KM) :

b) Detention charges beyond duty (Rs./Hour):

c) Night Halt Charges (Rs./Halt) :

Date

Seal

Signature of the Tenderer

SECTION-VI

**HIRING OF VEHICLES FOR FIELD &
HQs DUTIES OF BSNL KRISHNA SSA**

Tender Ref. No. G-15/BSNL/VJ/H.V.Tender/Jeeps2020-21/1, _____ Date: 24.04.2020.

TECHNICAL BID

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

1.	Name and Postal Address of the Bidder: _____ _____	Phone: Mobile: Fax:
	_____	E-Mail:
2	Is your concern Recognized / Registered (Attach Photocopy as a proof) :	
	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 (attach performance Certificate from the Govt./ PSU Companies /Public Agencies / Firms) : / Years as per format at Annexure-5A.	
5.	Detailed Statement of Registered commercial vehicles owned/leased, as per format at Annexure-2.	

DATE

Signature of the Tenderer

SEAL

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	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									

Note: Use additional sheets if required.

Declaration:

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

DATE

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 untoBSNL, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE 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-5A

(To be attached to Technical Bid)

EXPERIENCE CERTIFICATE

01	Tenderer's experience certificate details(Please attach copies of experience certificates)			
	Name of Office	Experience Certificate No. & date	Financial Year of the work done	Amount of work done in Rs.
a.				

Signed:
(Signature of the Tenderer)

Name (Caps) :

Date

ANNEXURE-6

(To be attached to Technical Bid)

Certificate to be given by those who have down loaded 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.

Signature of the Tenderer

**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 Bidder

(to be filled in by the Bidder)

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 notwithstanding 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 contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, or any indulgence by the BSNL, to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated:

For

.....

(Indicating the name of the Bank)

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

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, 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 acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

Signature of the Tenderer

5. Service Provider will provide vehicles to BSNL model not older than 2014 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.

Signature of the Tenderer

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 No.G-15/BSNL/VJ/H.V.Tender/Jeeps/2020-21/1 Dated 25-04-2020, 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 offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the BSNL against all such liability.

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

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or 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.

Signature of the Tenderer

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 otherwise 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 it; rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.

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

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

Signature of the Tenderer

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

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

.....
(Name of Service Provider)

Address:

Tel: Fax: E-mail:

And

.....
Name of the 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
.....

For and on behalf of the BSNL
Service

Name (caps):

Position:

Date:

In the presence of Witnesses

1.

2.

Signed

For and on behalf of the
Provider

Name (caps):

Position:

Date:

In the presence of Witnesses

1.

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.

Signature of the Tenderer

(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

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