



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
O/O THE GENERAL MANAGER TELECOM DISTRICT VISAKHAPATNAM
DABAGARDENS, VISAKHAPATNAM – 530020.
Visit us at www.ap.bsnl.co.in

BID DOCUMENT

TENDER FOR HIRING OF MULTIUTILITY COMMERCIAL VEHICLES

TENDER NO. GMTD-VM/W-5/SDE(MM)/ VI/ Tender for Hiring of vehicles/2020-21/3 Dated: 12-11-2020

Earnest Money Deposit: - Rs.45,600/-

Cost of Bid document: Rs.590/-

Estimated Cost: Rs.18,24,000/-

Signature of Bidder:

Name of Bidder:

Date of issue of Tender : From 16-11-2020 15.00hrs to 07-12-2020 11.00 hrs

Date of opening of Tender : 08-12-2020 at 11:00 hrs (IST)

Signature & Seal of issuing authority:

Tender for Hiring of Vehicles in VM SSA for 2020-21
TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>pages</u>
I	Notice Inviting Tender	3
II	Scope of work	6
III	Service provider obligations	7
IV	General (commercial)condition of contract	10 to 17
V	Schedule Requirement &Hire charges	18 to 20
Annexure 1		21
Annexure2	Bid form(Technical Bid)	22
Annexure 2A	Statement of vehicle owned by the bidder	23
Annexure 3	Performance security Bond	24
Annexure 4	Letter of Authorisation for attending Bid opening	25
Annexure 5	Format Duty slip	26
Annexure 6	Agreement for vehicle Hire	27-31
Annexure 7	Certificate of Non-participation of Near Relative of BSNL	32
Annexure 8	Undertaking by the Bidder	33
Annexure 9	Blacklist Declaration Certificate	34
Annexure 10	No Addition/Deletion certificate	35
Annexure 11	Bank details	36

Tender for Hiring of Vehicles in VM SSA for 2020-21

Schedule to the invitation of Tender

1	Designation and address of the authority inviting tender	GMTD, BSNL, Visakhapatnam
2	Tender no	GMTD-VM/W-5/SDE(MM)/ VI/ Tender for Hiring of vehicles/2020-21/3 Dated: 12-11-2020
3	Time and date of issue of bid document	Bid form available online from 16-11-2020 to 11:00 hrs of 07-12-2020.
4	Tender Cost	Rs.590/-
5	Estimated Cost	Rs. 18,24,000/--(Rupees Sixteen lakh forty one thousand and six hundred only only)
6	EMD	Rs.45,600/- (Rupees Forty five thousand and six hundred only)
7	Last date and time of submitting bid	11.00hrs of 07-12-2020
8	Time and date of opening of tender	11.00hrs of 08-12-2020
9	Minimum validity of Tender offer	150 days from the date of opening of bid
10	Type and Number of vehicles required	i) Non AC TATA Sumo – 04 Nos
11	Duration of contract	GMTD-VM reserves the rights to extend the tender for another one year in the steps of three months on the same terms and conditions and rates

Bid Document and subsequent clarifications on bid terms if any can be downloaded from BSNL WEBSITE <http://www.ap.bsnl.co.in/> Intending eligible bidders has to submit **BID fee** on payment of **Rs.590/-** (Rupees Five hundred and ninety only) (non-refundable). **EMD DD** is to be separately submitted. **Bid fee** can be payable on all working days from **16-11-2020 to 11:00 hrs of 07-12-2020** to Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam-530020 as a cost of Tender Document. The payment of **Bid Fee/ EMD** will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank in Visakhapatnam in favour of Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam or a cash receipt obtained by paying cash at any cash counters of this office.

AGM (Network Planning)
O/o GMTD,2nd Floor, BSNL Bhavan, Dabagardens
Visakhapatnam-530020
Ph. No. 0891-2544466.

Tender for Hiring of Vehicles in VM SSA for 2020-21

The List of duly signed documents to be submitted:

1. Bid cost DD/cash receipt and EMD DD/cash receipt.

The tenderers who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from bid cost and EMD up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the tendered item will have to be attached along with the TENDER.

2. The registration of the firm. / Authenticated copy of partnership deed in cases of partnership firm, in cases of proprietorship firm self-certification. (Recognized by Govt. of India as Tourist Transport operator/ Registered under Companies Act/ Registered under Shops and Establishment Act/ Registered as firm/ Proprietorship / Any other category (please specify)/sister concern of(please specify name)

3. Attested copy of PAN card

4. Income Tax Return filed for Past two years (attach Proof) 2018-19, 2019-20

5. GST Registration certificate

6. Xerox copy of EPF REGISTRATION CERTIFICATE FROM COMPETENT AUTHORITY

7. Xerox copy of ESI REGISTRATION CERTIFICATE FROM COMPETENT AUTHORITY

8. Any other social security scheme for workers: (OPTIONAL)

(Like group insurance/personal accident insurance/pension etc for Drivers) (Give details)

9. Experience (attach performance Certificate from the Govt. / PSU Companies /Public, as per clause 1.1 of section IV Agencies / Firms. : _____Years

10. Detailed Statement of Registered commercial vehicles of 2015 model and above as per format at Annexure-2A

11. Bank mandatory details

12. Blacklist declaration certificate

13. No Near relative certificate

14. No Addition/Deletion certificate

15. Tender document duly signed by the tenderer at the end of each page

SECTION-II
SCOPE OF WORK

The bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel and with licensed drivers with working mobile telephone etc. and carry out periodical maintenance and execute the work through their supervisor.

The work consists of two parts namely **Plan-1(Plan-IA, Plan-IB)** and **Plan-2** on monthly slab rate and daily rate based on BSNL requirement.

(Note: The bidders responding to this NIT may quote either Plan-I or Plan-II or both. Plan 1 ,Plan -2 will be evaluated independently. The bidder is also required to quote for all hiring slabs indicated in the respective Plans.)

Plan-I (Scheduled works) Monthly Km hire slab

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

Required vehicles for the use of BSNL Visakhapatnam

A) Non AC TATA Sumo 04 no's 2000 KM per month

The Bidder has to quote Monthly charges per vehicle for 2000KM, for extra KM (Rs. /KM), Detention charges beyond duty, Night halt charges.

Plan-II DAILY BASIS HIRE SLAB

As per contingent and occasional requirement for day to day works vehicles will be requisitioned. **The bidder may quote per KM rate for daily base hiring.**

Actual deployment may vary from time to time depends upon 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 is also to be met with at the same rate quoted for regular work, the number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.**

SECTION-III

SERVICE PROVIDER OBLIGATIONS

1. Service to be provided is supply on demand vehicles with licensed drivers, registered as Commercial Vehicles on hiring basis for running within the jurisdiction of **Visakhapatnam Telecom District**. The essence of the contract is to provide Prompt, Punctual, Efficient, safe Courteous and quality of service.
2. **Quantity of Vehicles to** be hired under Plan-1A, Plan1B & PLAN-2 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 required for twelve hours per day on all working days of month. However actual duty hours/day shall be specified by actual users of vehicle. Normally the duty hours are 09.00AM to 09.00 PM.
4. **Notice Period for supply of vehicles**
 - i) For regular requirements one day in advance ii) Maximum one hour notice for additional requirement during office hours iii) Telephonic intimation shall be considered as notice.
5. **Reporting place for vehicles is** within the jurisdiction of Visakhapatnam Telecom District. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of distance** will be from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between the delivery address and the garage /normal parking place will be allowed on actual or 3 Km's.. Whichever is less in each way.
7. **Accuracy of meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey under taken (including those taken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of contract.
8. **Miscellaneous Conditions:** - Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - (iv) **Statutory Requirements-** It is desirable to have the Registration with EPF,ESI Code, GST, PAN etc.

Tender for Hiring of Vehicles in VM SSA for 2020-21

- (v) **Govt. Tax / Levy / Duty other than GST for paying the vehicles in Visakhapatnam Telecom District will be borne by the Service Provider.**
- (vi) **Parking / Toll Charges** if any may be claimed by Producing valid parking / Toll slips.
- (vii) **Drivers** attested copy of driving license should be submitted during the contractual period.
- (viii) **Consumables** like lubricants, tires, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (ix) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (x) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (Annexure-5) and should ensure that at the end of duty the duty slips are completed and signed by the users.
- (xi) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xii) **Unused KMs** if any during a particular month in PLAN-1 (Monthly KM slabs) will be carried over a **period of subsequent months** for every quarter 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 or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

10. BSNL will not have obligation regarding:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any / all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract. **Such claims can be recovered from Performance Bank Guarantee also.**

- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- (iii) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11. Penalties for breach of terms & conditions:-

- i) In case of break down after its reporting for duty, the vehicles have to be replaced by other commercial vehicles within one hour. In case of failure to provide a suitable vehicle a penalty up to Rs.200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three in a month, additional penalty of Rs.300/- per break down shall be imposed.
- ii) The penalty for absence during Extra Hour duty will be Rs.100/- per each 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 the deduction of hire charges on pro-rate basis for the period.
- iv) If the vehicle provided by the service provider is found to be not in good condition or without proper document, the vehicle may be rejected and sent back. No payment will be made on account of such rejection. However in case of dispute the decision of the General manager Telecom District, Visakhapatnam would be final.
- v) No payment will be made for the vehicle supplied by the service provider older than the approved Model.
- vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

12. During the contract period, the prescribed vehicle model should not be changed. In case of prescribed model develops repairs for short period ,a superior model (not below the approved model) should be provided as a stopgap arrangement at same rates & conditions, till the original vehicle gets ready for operations.

SECTION-IV

GENERAL COMMERCIAL CONDITIONS

1. Bidder Eligibility

1.1. The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with Government/Public Sector or reputed Private Ltd companies /Firms during the last three preceding years from the date of NIT, having executed similar contracts of providing at least 5 Diesel/petrol/CNG driven light commercial vehicles, as per clause no.1 of NIT..

1.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as Taxi not less than Five with permit from RTOs in the name of Proprietor/Company /Partners /Firm/Director and not **older than 2015 model for TATA Sumo**. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model as stated above shall be provided

2. Right to Accept or Reject:

The BSNL shall not be bound to accept the lowest or any tender and reserves 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 bidders for the action of BSNL.

3. Bid Forms (Two Bid Format):

3.1 The tender should be submitted in **Two Covers**. **One** Superscripting **Technical Bid** and **Second Financial Bid**. And both the envelopes are in turn be put in another envelope and this envelope should be superscripted "**Tender for Hiring Vehicles in VM SSA for 2020-21**". 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 marked in the Technical Bid.

3.2 Tender will be opened in the presence of Bidders or authorized representatives of the bidders, present on the due date of opening i.e. 11.00HRs on 08-12-2020. 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-2**. 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 to be rejected. All Columns should be furnished with relevant details and no column should be left blank. Non indication of the type of bid on the envelop i.e. Technical Bid and Financial Bid will lead to rejection of the bid.

3.3 Financial Bid of the selected bidders only will be opened.

3.4 **Bidder shall furnish the documents as per Technical Bid Form at Annexure-2. Bid submitted without Bid fee (in case of tender document down loaded form website), EMD, experience certificate as per clause 1.1 of section-IV and proof of owning/on lease minimum numbers of**

vehicle as mentioned in clause 1.2 of section-IV will be treated as non-responsive and bid shall be rejected.

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 in form of DD** in favour of Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam.

3.7 The tender should be submitted to AGM(NWP), O/o GMTD, 2nd FLOOR, BSNL BHAVAN, DABAGARDENS, VISAKHAPATNAM-530020 on or before **11:00 Hrs. of 07-12-2020** either by **registered post or courier or in person**.

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

3.9 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than **7 days** prior to the date of opening of Tender.

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

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

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

4. Bid opening

BSNL shall open the Technical bid containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-4**). After scrutiny and evaluation 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 fulfil the eligibility conditions and furnish all documents as given in Technical Bid. Only one person for each bidder will be allowed to participate in the bid opening.

5. Bid Evaluation

5.1 Financial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

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

Tender for Hiring of Vehicles in VM SSA for 2020-21

bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

- 5.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges but **excluding GST** as indicated in the price schedule in **section V** of the bid document, which are indicated in scope of work in **section-II**.
- 5.4 BSNL intends to limit the number of technically and financially responsive bidders to 1 (one) number from each category from the list of such bidders arranged in the increasing order of their evaluated prices starting from the lowest price for the purpose of ordering against the order.
- 5.5 The Procedure adopted for comparison of substantially responsive bids shall be **on the total cost of hire of the services** indicated in scope of work in **section II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the Bid Document. If any bidder is not quoting for all types of vehicles, then comparison of total cost of similar types for which the bidder quoted should only be considered. **Determination of L1s will be based on the net cost to the BSNL excluding GST.** Lowest Bidder in each category will be considered for award of Tender.

6. Award of Contract :

BSNL intends to limit the no. of technically and commercially responsive three bidders from the List of such bidders arranging in increasing order of their evaluated price starting from the lowest for the purpose of ordering against this tender. The distribution of quantity shall be given as below.

L1-70% and L2-30%.In the event of L2 and so on bidders refusing to accept to the price of L1 bidder

BSNL reserves the rights to place the order for entire quantity to the L1 bidder. It is mandatory for L1 bidder to accept such an offer at evaluated L1 price and shall perform the whole contract as envisaged in the tender document. However if L-2, bidder refuses to accept the award of contract, BSNL reserves the right award contract to L3 and so on bidders. In case, further no bidder accepts the L1 rates (award) the entire quantity will be offered to L1-bidder.

The successful bidders maximum of 3 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 bid document. In case he did not turn up within specified period of 2 weeks, he has to forfeit of EMD amount. However he will be given another period of 2 weeks for signing the contract but EMD will not be refunded.

7. Right to vary quantities

Tender for Hiring of Vehicles in VM SSA for 2020-21

BSNL reserves the right at the time of award of contract or at any time during the validity of the contract including its extended period if any 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 150 days from** 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 any of the conditions of the bid.

11. Bid Price.

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

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract including its extended period if any and 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.45600/- (Rupees Forty Five thousand and six hundred only)** for both PLAN-1 (scheduled work) and PLAN-2 (non-scheduled work) as Bid Security. The Bid Security shall be in the form of DD in favour of Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam. The bid security will not earn any interest.

12.2 The successful bidder's **bid** 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.

Tender for Hiring of Vehicles in VM SSA for 2020-21

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 12.1 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 discharged / returned.

14. Terms of Payment:

14.1 The payment shall be made after receipt of bill in the O/o G.M.T.D., Visakhapatnam, duly certified by the users in all respects. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of GST paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature 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 is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work U/S II and General & Commercial Conditions U/S-III. 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, GMTD-VM reserve the rights to extend the tender for another one year in the steps of three months on the same terms and conditions and rates subject to, satisfactory performance of the firm .In case L2 bidder refusing to accept for extension of contract , L1 bidder shall supply all the vehicles as per terms and conditions of contract failing which the PBG will be forfeited and L1 bidder is liable for black listing(not eligible to participate in BSNL tenders for a period of 3 years). PBG is also to be extended accordingly for the period for which extension is given.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security before entering into agreement.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-3** of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract including the extended period if any.

Tender for Hiring of Vehicles in VM SSA for 2020-21

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.

17.5 **In case of Bank Guarantee: the BG should be submitted to the SDE (MM) directly by the Bank authorities and not by the tenderer.**

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 two clear working day's 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.

The General Manger Telecom District, Visakhapatnam reserves the right to terminate the agreement by giving two weeks notice, in case of breach / violation of tender agreement by the contractor.

18.4 OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR):

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contract or in which case the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work. Exclusive of purchase and / or hire of material, machinery and other equipment for use in or in respect of his work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials machinery and equipment and hand over as BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contract.

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 as well as daily basis. The KM slabs for monthly hire and KM slabs for daily hire are shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.
- 21.2 The price quoted by the bidder shall remain fixed during entire period of contract including its extended period if any and shall not be subject to variation on any account.

22. Miscellaneous Conditions:

- 22.1 BSNL reserves right to counter offer price against price quoted by the bidder.
- 22.2 BSNL reserves the right to award the tender to more than one contractor in which case, the quantum of work will be distributed in the prescribed ratio between the L1 tenderer and others. However BSNL reserves the right for placement of full tendered quantity on the lowest Bidder.
- 22.3 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.
- 22.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

23. 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.

24. Arbitration:

- 24.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (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.T., Bharat Sanchar Nigam limited (BSNL) of the A.P.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 G.M.T.D., BSNL, Visakhapatnam or by whatever designation such officers may be called (Hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT, Vijayawada

Tender for Hiring of Vehicles in VM SSA for 2020-21

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 thereof or any rules made thereof.

24.2 The venue of Arbitration proceeding shall be Office of G.M.T.D, BSNL at Visakhapatnam or such other place as the arbitrator may decide.

24.3 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.

25. Set Off (Recovery of Sum Due):

25.1 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.

25.2 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.

25.3 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.

26. Declaration for near relative: Declaration for near relatives as specified in the Annexure – 7 to be submitted along with the tender document.

SECTION-V
Financial Bid

For Multipurpose Non AC Vehicles

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

GMTD-VM/W-5/SDE(MM)/VI/Tender for Hiring of Vehicles / 2020-21/3, Dated at VM the 12-11-2020

PLAN-1A (Scheduled Works): Monthly KM Hire Slab: Model 2017 and above

Slab No	Monthly KM Hire Slab	(Per composite price per Month slab rate) inclusive of all charges excluding GST Non AC TATA SUMO (up to 2000 km) In Fig and words
1.	Basic Rate	
4.	For extra km (Rs./KM)	
5.	Detention charges Beyond duty(Rs./Hr)	
6.	Night halt charges(Rs/Halt)	
7.	Model	2017 and Above

Non AC TATA SUMO Vehicles Hire Charges
GST will paid extra as per the rates applicable..

L1 decided for each slab as per basic rate.
Evaluation procedure will be as per clause 5.5 of section IV

DATE

SEAL

SIGNATURE

SECTION-V
Financial Bid

For Multipurpose Non AC Vehicles

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

GMTD-VM/W-5/SDE(MM)/VI/Tender for Hiring of Vehicles / 2020-21/3, Dated at VM the 12-11-2020

PLAN-1B (Scheduled Works): Monthly KM Hire Slab: Model 2015 and Model 2016

Slab No	Monthly KM Hire Slab	(Per composite price per Month slab rate) inclusive of all charges excluding GST Non AC TATA SUMO (up to 1500 km) In Fig and words
1.	Basic Rate	
4.	For extra km (Rs./KM)	
5.	Detention charges Beyond duty(Rs./Hr)	
6.	Night halt charges(Rs./Halt)	
7.	Model	2015 and 2016

Non AC TATA SUMO Vehicles Hire Charges
GST will paid extra as per the rates applicable..

L1 decided for each slab as per basic rate.
Evaluation procedure will be as per clause 5.5 of section IV

DATE

SEAL

SIGNATURE

SECTION-V
Financial Bid For Non AC Cars

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

GMTD-VM/W-5/SDE(MM)/VI/Tender for Hiring of Vehicles / 2020-21/3, Dated at VM the 12-11-2020

PLAN-2 (Non-Scheduled Works): Daily basis hire slab –Model 2015 and above

Slab no	Type of Vehicle	Hire charges per Vehicle per day(Rate per day/80 kilometers free) inclusive of all charges excluding GST	
		In fig	In words
1	Non AC TATA SUMO (Model 2015 and above)		

GST will be paid extra as per the rates applicable.

Evaluation procedure will be as per clause 5.5 of section IV

Note:-For incremental kms, the charges will be as per the finalised scheduled rates.

DATE

SEAL

SIGNATURE

ANNEXURE-1
Declaration

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not less than 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges

Tender for Hiring of Vehicles in VM SSA for 2020-21

ANNEXURE-2

SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF G.M.T.D.BSNL, VM

GMTD-VM/W-5/SDE (MM)/VI/Tender for Hiring of Vehicles / 2020-21/3, Dated at VM the 12-11-2020

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 Yes/ No (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)
3a	Income Tax Permanent account Number (PAN) : (attach Proof)
3b	Income Tax Return filed for----(1) Past two year(attach Proof) 2018-19, 2019-20.
3c	GST Registration Number : (attach Proof)
3d	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (OPTIONAL) (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details)
4	Experience (attach performance Certificate from the Govt. / PSU Companies /Public , as per clause 1.1 of section IV Agencies / Firms. : _____ Years
5	Detailed Statement of Registered commercial vehicles of 2015 model and above as per format at Annexure-2A .
6	Bank a/c number, Name of the Bank, Branch with code and IFSC No. To be furnished for making e-payment

DATE

SEAL

SIGNATURE

Note: 1) **Attested copies** of the documents as required in the schedule will be taken into consideration.

2) All the required documents shall be submitted along with the bid and no document will be considered after TOC

ANNEXURE-2A

Statement of Vehicles owned /on lease by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of “OWNED/on LEASE” Vehicles of Three Years old or less in our fleet of operation as on date:

S No	Registration number	Model (year)	Date of registration	vehicle owner's /Name	Vehicle type (TATA SUMO)	Validity details			
						Permit	Fitness	Road tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

Note: Use additional sheets if required. If not owned vehicles lease documents should be submitted for the required no of vehicles as per clause 3.5 of section IV

Declaration:

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Tender for Hiring of Vehicles in VM SSA for 2020-21

ANNEXURE-3

PERFORMANCE SECURITY BOND

1. In consideration of Bharat Sanchar Nigam Ltd., G.M.T.D., Visakhapatnam (here in after called the BSNL, Visakhapatnam) 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 the due fulfilment by the said contractors of the terms And conditions in any agreement in connection with the contract for supply of commercial vehicles we, (name Of the bank) _____ (herein after referred to as the bank”) at the request of _____ contractor’s do hereby undertake to pay to the GMTD, BSNL, Visakhapatnam by reason of any breach by the said Service Providers 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, %GMTD, Visakhapatnam 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,GMTD, Visakhapatnam reason of breach by the said Service Providers of any of the terms & conditions contained in the said agreement or by reason of the Service Provider’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, %GMTD, Visakhapatnam 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,AO(Cash) %GMTD, Visakhapatnam 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 agrees to extend the same from time to time (Beyond 18 months) so that it shall continue to be enforceable till all the dues of the BSNL% GMTD, Visakhapatnam, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, %GMTD, Visakhapatnam certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ (name of the bank) further agree with the BSNL, GMTD, Visakhapatnam that the BSNL, % GMTD, Visakhapatnam 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, %GMTD, Visakhapatnam against the said contractor(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 variations extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL,% GMTD, Visakhapatnam or any indulgence by the BSNL, %GMTD, Visakhapatnam the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the 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.% GMTD, Visakhapatnam

Dated : _____

For _____

(Indicating the name of the bank)

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

ANNEXURE-4

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

The AGM (Network-Plg), O/o GMTD.
Bharat Sanchar Nigam Ltd.,
Dabagardens, Visakhapatnam-530020.

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

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

Order of Preference	Name	Specimen Signature
----------------------------	-------------	---------------------------

I.

II.

Alternate Representative

Signature of bidder

Or

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

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

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

ANNEXURE-5

FORMAT OF DUTY SLIP

Print Name of the company & address)

Sl. No.....

Date.....

(to be filled by contractor)

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

(to be filled by user)

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

Driver's Name & Signature

Signature of User

ANNEXURE-6

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2020 between M/S _____
_____ (herein after called the Service Provider
whose term includes its successors and assignees) whose registered office is at

_____ and is
registered under _____ and acting through its
authorized official Sri _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the General Manager Telecom District,
Visakhapatnam and acting through its authorized official Sri _____, at
_____. The Service Provider will provide Commercial vehicles on
hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained,
and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Bank Guarantee
of Rs. _____ (Rupees _____) as interest free
Performance Security.

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

1. The Service Provider shall during the period of this contract, that is to say from _____
to _____ or until this contract is determined by such notice as herein after mentioned,
will provide commercial vehicles not older than three year model, on the rates accepted as
described in schedule vide appendix-I to this agreement
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 shall place an order for their requirement on the official Hire order
form (herein after called Hire order) and will receive acknowledgement from the Service
Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles
to these authorities on regular basis until such time the contract is valid and the parties in
agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that
every contract of hire order should be subject to the terms of this Agreement for vehicle Hire
and in the event of a conflict between these terms and the terms in hire order, the terms of this
Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than three years and registered for
the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the
liability of the Service Provider.

Tender for Hiring of Vehicles in VM SSA for 2020-21

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 either in letter or over phone and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with 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 and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 3 KMs whichever is less.
9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part
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 within one hour. Noncompliance may attract penalty
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/subsequent bills if penalty is more besides any other action which may even lead to termination of contract.
 - 11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500/- per occasion.
 - 11.2 The penalty for absence during extra Hours. Rs.100/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75/- per hour of absence.
 - 11.3 In case of breakdown of the vehicle after reporting to duty, another vehicle to be provided within one hour. Failure to do so, a penalty of Rs.200 will be levied.
 - 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

Tender for Hiring of Vehicles in VM SSA for 2020-21

no liability whatsoever. The damage loss/theft etc of BSNL property from the vehicle is the responsibility of the service provider. He shall compensate the loss occurred to BSNL, till the loss is recovered payment of bills will be stopped or recovered from bills/PBG.

13. The Bid Document No. **GMTD-VM/W-5/SDE(MM)/VI/Tender for Hiring of Vehicles / 2020-21** schedules annexure/appendix which we annexed to this agreement, respectively shall form part and parcel of this Agreement and integral part of this agreement.
14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement and thereafter 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 on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and clause (9.i) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement.
19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehaviour of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
20. Service Provider shall not engage any person below 18 years of age.
21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid.
22. The KMs not used during a particular month (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs. 23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically

Tender for Hiring of Vehicles in VM SSA for 2020-21

provided under this agreement), the same shall be referred to sole arbitration of CGM 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 CGM BSNL or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM BSNL 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 % CGMT 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 or thereafter for the services provided and reimbursed to BSNL any dues are recoverable from him after 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 given Performs duly attested by a magistrate/Executive Magistrate.
27. Other terms & conditions are as per Bid documents.
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 AGM

BHARAT SANCHAR NIGAM LIMITED

(A Govt of India Enterprise)

Office of the General Manager Telecom District, Dabagardens, Visakhapatnam-20

Address (To be filled up.)

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

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

1.

2.

2.

Signed _____

For and on behalf of the Service provider

Name(caps) _____

Position _____

Date _____

In the presence of Witnesses

ANNEXURE - 67

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles in O/o General Manager, Telecom District, Visakhapatnam 530020, Vide No: GMTD-VM/W-5/SDE (MM)/VI/Tender for Hiring of Vehicles / 2020-21/3 Dated. 12/11/2020)

CERTIFICATE

I _____, S/O _____,
R/O _____ hereby certify that none of my relative(s) as defined in the Bid document is/ are employed in BSNL unit as per details given in Bid 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 _____

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

ANNEXURE – 8

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- 2020 by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)-----
----- S/O -----residing at-----on
behalf of said M/s -----(Name of 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 General Manager Telecom District, Bharat Sanchar Nigam Limited, a Government of India Undertaking having its office at Dabagardens, Visakhapatnam -530020 (which terms shall mean and include its successors, administrators, heirs and assigns).

Where as General Manager Telecom District, BSNL, Visakhapatnam invited bids for Hiring of commercial vehicles for Visakhapatnam Telecom District. I/We participated in the bidding process and emerged as successful bidder with respect to Tender No.-----I/ We -----
-----acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that:

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

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines,

Penalties and costs (including legal costs and disbursements) arising from or relating to:

➤ Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are ‘or’ will be aimed to protect the interest of the workers/ labourers engaged by the Service Provider in past and during the course of this and thereafter for the contract period.

OR

➤ Any other payments, claims ‘or’ liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc. during the contract and thereafter for the contract period.

OR

➤ Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc. during the contract and thereafter for the contract period. In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year . Date:

Place:

THE ABOVE CONTENTS ARE READ UNDER STOOD AND COMPLIED

Signature: -----

Name: -----Designation: -----

WITNESS: 1. 2.

ANNEXURE - 9

Black List Declaration Certificate

TAKING PART IN GOVT.TENDERS BY DOT/ BSNL /GOVT.DEPARTMENTS /PSUs (TO BE EXECUTED & ATTESTED BY NOTARY PUBLIC/EXECUTIVE MAGISTRATE ON Rs.100/- ON NON-JUDICIAL STAMP PAPER BY THE TENDERER)

I/WE _____ PROPRIETOR/PARTNER(S) HEREBY DECLARE THAT THE FIRM/COMPANY NAMELY M/s _____

_____ HAS NOT BEEN BLACK-LISTED OR DEBARRED IN THE PAST BY DOT/BSNL /ANY OTHER GOVERNMENT OR SEMI-GOVERNMENT ORGANIZATION FROM TAKING PART IN GOVERNMENT TENDERS.

*WAS BLACK-LISTED OR DEBARRED BY DOT/BSNL/GOVT.DEPT /PSU FROM TAKING PART IN GOVERNMENT TENDERS FOR A PERIOD OF _____ YEARS W.E.F. _____. THE PERIOD IS OVER ON _____ AND NOW THE FIRM/COMPANY IS ENTITLED TO TAKE PART IN GOVERNMENT TENDERS.

INCASE THE ABOVE INFORMATION IS FOUND FALSE AT ANY TIME, I/WE ARE FULLY AWARE THAT THE TENDER / CONTRACT WILL BE REJECTED /CANCELLED BY GENERAL MANAGER, TELECOM DISTRICT, VISAKHAPATNAM AND EMD /SD SHALL BE FORFEITED

IN ADDITION TO THE ABOVE AND THE GENERAL MANAGER, TELECOM DISTRICT, VISAKHAPATNAM WILL NOT BE RESPONSIBLE TO PAY THE BILLS FOR ANY COMPLETED/PARTIALLY COMPLETED WORK.

SIGNATURE:

SEAL OF THE FIRM:

CAPACITY IN WHICH SIGNED:

NAME & ADDRESS OF THE FIRM:

ANNEXURE - 10

CERTIFICATE REGARDING NO ADDITION/DELETION/CORRECTION OF TENDER DOCUMENT

I/We

.....

Authorized signatory here by declare that the tender document submitted has been downloaded from the website <http://ap.bsnl.co.in> and no additions /deletions /correction has been made in the proforma downloaded. Further if any modification in the tender schedule is noticed, the bid may be rejected irrespective that whether the tender is under evaluation or awarding stage or awarded or at any stage as per the decision of the GMTD,Visakhapatnam . The decision of GMTD,Visakhapatnam is final and binding on both sides. The EMD/SD paid by me can be forfeited. I/We also declare that I/We have enclosed a DD for Rs.....dtdrawn ontowards the cost of tender document with this bid.

Signature of bidder

ANNEXURE - 11

BANK DETAILS

1	Tenderer Name	
2	Name of the city	
3	Account Name	
4	Type of Account	
5	Bankers Name	
6	Bank Account number	
7	Branch Address	
8	Branch Name	
9	Branch phone no.	
10	MICR code	
11	IFSC code	
12	Supplier phone number	
13	Supplier email ID	
14	Pan number	
15	TIN number	