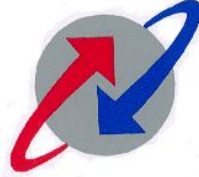


Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)



% General Manager Telecom District Dharamsala (HP)

BID DOCUMENT

E-TENDER DOCUMENT FOR HIRING OF 6 COMMERCIAL VEHICLES IN DHARAMSALA SSA

NIT No. CT-16/Vehicle-Tender/2020-21/9 Dated 15-05-2020

1. Time and Date of online submission of Tender/Bid ----- up to 13:00 Hrs. of 05-06-2020
2. Time and date up to which documents ----- up to 13:00 Hrs. of 05-06-2020
are to be submitted to AGM(CFA) O/o GMTD Dharamsala
along with EMD, Bid cost and other copies of documents.
3. Time and date of opening of Tender ----- 14.30 Hrs. of 06-06-2020
(Technical Bid)

Signature of bidder

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SECTION-I
Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)

NIT No. CT-16/Vehicle-Tender/2020-21//9 Dated 15-05-2020

NOTICE INVITING TENDER

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, E- tender is invited from prospective Service Providers having minimum one vehicles and hold a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least 1 petrol/ diesel/ CNG driven commercial vehicles.. The requirement of vehicles SDCA/Station wise is as under.

Officer & Station for which vehicle is required	Total No. of Vehicles required	Type of vehicle required	Tender Document Cost in Rs.	Estimated Cost approx. in Rs.	EMD approx. in Rs.
One vehicle each required at different location of Dharamsala SSA comprising of revenue district Kangra and Chamba	06	Non-AC commercial vehicles (Alto/Indica/ Maruti Omni Van or similar type.)	1180-00	23,04,000-00	57600-00

The following documents are Required duly Signed

- (i) Original Bid Document
 - (ii) .Photo Copy of PAN Card.
 - (iii) Dully filled Annexure-2, Annexure-2A.
 - (iv) The intending Bidder shall have to submit EMD (as per NIT) of the tender in shape of DD/BC/Pay Order issued by a Nationalized/Scheduled Bank, drawn in favour of A.O. (Cash) BSNL O/o GMTD Dharamsala Payable at Dharamsala along with other requisite documents with tender.
 - (v) The power of Attorney should be on a non-judicial stamp paper of Rs 30/- in case same has been executed in between blood relations and in the other case it should be on a non judicial stamp of Rs. 500/- and should be attested by the Notary public or the same should be registered before the sub registrar.
 - (VI) Copy of partnership deed/memorandum of articles and association, which may applicable. An affidavit on stamp paper of Rs. 10/- attested by Notary in case of proprietorship or any document showing proprietor may be submitted.
 - (VII) Certificate of NON-relative certificates in BSNL for partnership case the entire partner, and in Case of limited Company, all the member of board will issue the same certificate (as per Annexure A&B)
 - (VIII) Photo copy of registration of the firm under shops and establishment act / Registrar of firms/ Commercial tax department
3. **An affidavit related certificate should not be older than six month from Tender floated.**

The competent authority on behalf of BSNL does not bind himself to accept The lowest or any other tender & the GMTD Dharamsala reserve all rights to accept/reject any/all tender /tenders without assigning any reason, what so ever.

4. Any tax or liability imposed by the Govt. or the liability of pay EPF will be born by the Bidder. GST will be paid by BSNL, if in any case it is made applicable for the work carried out by the contractor at any time. The contractor has to deposit GST as received from BSNL time to time with concerned authorities in due course & shall submit a copy of paid Challan with subsequent bills for verification
5. The contractor shall obtain labour license within one month after agreement, if required, from Labour Commissioner & comply with all the provisions of minimum wages Act-1948, Contract Labour Regulations & Rules framed there under & other labour laws affecting contract labour that may be brought in to force from time to time, if required.
6. All Other terms and conditions and detailed specifications of work/items shall be as per tender documents.
- 7.. Period of contract - One year from the date of agreement and extendable further for Twelve months at the same terms and conditions.
8. The Tender, which is not accompanied by requisite Bid security, shall be summarily rejected.

Signature of bidder

9. Tender document can be obtained by downloading it from Central Public Procurement Portal
URL: <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>. In that case the bidder shall enclose DD or cash receipt for cost of Tender form in favor of A.O. (Cash) O/o the GMTD Dharamsala.
10. If at any stage of the tendering process it is found that the downloaded document has been altered/manipulated, the bid shall stand cancelled and EMD shall be forfeited. Tender document should be submitted in person or through an authorized representative.
11. The circular/ Amendment issued by BSNL time to time shall be applicable and implemented during contract period.
12. Exemption in EMD and Document Cost Shall be applicable as per Rules to the firms Registered under NSIC/MSME. Registration Certificate in this regard is required to be submitted.
13. In case the representative of Bidder company, who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder company, in addition to the authorized signatory for the Bid.

GMTD Dharamsala reserves the right to reject any or all tenders with out assigning any reason what –so ever

AGM (CFA)
O/O GMTD Dharamsala-176215
Telephone No. 01892-226717

Signature of bidder

SECTION- IA

Tender Information

1. Type of tender- : Open

a) No. of Bid Submission Stages for tender: Single

b) No. of Envelopes for submission of Bids: Two Nos.

Note A : The bids will be evaluated Technically first and thereafter financial bids of qualified bidders only shall be opened.

2. Bid Validity Period (Validity of bid Offer):180 days from the tender opening date.

3. Tenders are invited under two envelopes system, the first envelope will be named as Technical & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-

A) Technical electronic envelope shall contain:-

i) Scanned copy of EMD or proof EMD exemption i.e. NSIC/MSME certificate.

ii) Scanned copy of Cost of the tender documents i.e. tender fee or proof of exemption from Tender Cost i.e. NSIC/MSE certificate.

iii) Scanned copy of registered partnership deed and firm registration (from registrar of firm only) in cases of partnership firm or an affidavit on non judicial stamp paper of Rs. 10/ attested by Notary Public that "I am a sole proprietor of firm" in case of proprietorship firm.

iv) Scanned copy of Power of attorney in case person other than the contractor has signed the tender documents.

v) Scanned copy of **undertaking on Stamp paper** of Rs.10-00 attested by Notary Public as per **Appendix-V**

vi) Scanned copy of all the documents mentioned in Annexure-2 and Annexure-2A

vii) Scanned copy of Certificate of NON-relative certificates in BSNL as per Appendix-IV (for partnership case the entire partner, and in Case of limited Company, all the member of board will issue the same certificate).

viii) Scanned copy of Appendix-VII

b) Financial envelope shall contain financial bid as per section V (Excel format)

Note B: - The bidder shall submit the following documents **offline** to AGM CFA Office of GMTD, BSNL Dharamsala on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

i) EMD – Bid security (original copy) or proof EMD exemption i.e. NSIC/MSEM certificate.

ii) DD/ Banker's cheque/Pay order of Tender fee (original copy) or proof Tender Fee exemption i.e. NSIC/MSE certificate.

iii) The copy of registered partnership deed and firm registration (from registrar of firm only) in cases of partnership firm or an original affidavit on non judicial stamp paper of Rs. 10/ attested by Notary Public that "I am a sole proprietor of firm" in case of proprietorship firm.

iv) Original Power of attorney in case person other than the contractor has signed the tender documents

v) Duly signed tender document.

vi) Documents as per Annexure 2 and Annexure 2A

vii) Certificate of NON-relative certificates in BSNL as per Appendix-IV (for partnership case the entire partner, and in Case of limited Company, all the member of board will issue the same certificate).

viii) Original copy of **undertaking on Stamp paper** of Rs.10-00 attested by Notary Public as per **Appendix-V**

4. Tenders are invited online through Single stage two Envelope systems. The first electronic envelope (technical) will contain Technical & second electronic envelope (Financial) will contain financial bid envelope.

SECTION-II

SCOPE OF WORK

The Bidder is required to provide **Six** commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

The work consists of **PLAN-1** on Monthly Slab Rate & based on BSNL's requirement.

PLAN-1

(Scheduled Works)

Monthly KM Hire Slab:

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

Monthly Hire slab	Quantity of Non Air-conditioned Alto / Indica / Maruti Omni Van or similar type of vehicles
1500 KMs / month or 2000/2500 km/month if required	6

1. The Tables shown in PLAN 1 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc.
2. 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% (2 vehicles) of the above estimated quantity.
3. The monthly expenditure ceiling per vehicle per month is Rs. 32000-00 including all type of taxes. However, it can be increased or decreased as per actual requirement of BSNL.

Signature of bidder

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of HP Telecom Circle. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under Plan-1 is 6 as shown in the NIT. However BSNL shall place the order only as per the actual requirement from time to time.
3. **Duty Hours** of vehicles are normally for ten hours per day. However actual duty hours / days shall be specified by actual users of vehicle.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of Dharamsala SSA. Actual place of reporting shall be specified by users of vehicles, but it can however be changed as per requirement by competent authority. The reporting place /headquarter for the vehicle meant for two stations can be fixed/changed by the D.E concerned as per field requirement.
6. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.
 - (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
 - (vi) **Govt.Tax / Levy / Duty** other than GST for plying the vehicles in H.P State will be borne by the Service Provider.
 - (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - (viii) **Drivers** attested copy of driving license should be submitted during the contractual period.
 - (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
 - (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
 - (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.

Signature of bidder

- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Unused KMs** if any during a particular month in Plan-1 (monthly KM slabs) will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.

9. Debarring Conditions:-

- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited 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.

9. BSNL will not have obligation:-

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

11. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.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; 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 SSA head would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 2017 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.

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.
- 1.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than one (i.e. minimum 16.67% of the total quantity estimated for hiring) with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2017 shall be provided.

2. Right to Accept or Reject:

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

3. Bid Forms (Two Bid Format).

3.1 The bid should be submitted as per Clause 3, Section -IA of tender information. Offline envelope should be sealed (packing (PVC tape / sealing wax) & online envelope should be digitally sealed.

3.1.1 The bids are being called under Single Stage Bidding & Two Envelope System the details of sealing & marking of bids in each case is given below.

3.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid online in two electronic envelopes digitally sealed.

The First Electronic envelope will be named as Technical bid. This envelope will contain documents of bidder's satisfying the eligibility /Technical & commercial conditions. **Second Electronic envelope** will be named as Financial bid containing Financial bid form as per section V.

3.2 (a) The envelope for submission of offline documents shall be sealed (packing PVC tape/sealing wax) & addressed to the BSNL inviting the tender at the address given below:-

AGM (CFA) O/o GMTD, Dharamsala .

(b) The envelope shall bear the name of the tender, the tender number and name of Block & the words 'DO NOT OPEN BEFORE' (due date & time).

(c) The envelope shall indicate the name and complete postal address of the bidder to enable the BSNL to return the bidder's offline documents unopened in case it is declared to be received 'late'.

(d) Envelope containing offline documents should be deposited in the tender box provided by tendering authority . The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Envelope containing offline documents should be delivered up to specified time & date as stated in NIT in the office of AGM (CFA.) O/o GMTD, BSNL Dharamsala .BSNL shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening:

Tenders will be opened in AGM (CFA.) Chamber, Room No. 203 O/o GMTD Dharamsala at specified time & date as stated in NIT.

3.2.1 If the envelopes are not sealed and marked as required at Para 3.1 and 3.2 a, the bid shall be rejected.

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**

3.5 Rates should be quoted as per the Hire Charges at **Section-V in excel format.**

3.6 The duly filled tenders must be accompanied with a **Bank Guarantee/Demand draft as per NIT** in favour A.O(Cash) O/o GMTD Dharamshala, **valid for 180 days** from the date of tender opening as Bid Security as per format at **Annexure-3.**

3.7 **Tender should be submitted to AGM (CFA) % GMTD Dharamsala (HP) on or before 1300 Hrs. of the scheduled date.**

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

Signature of bidder

bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

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

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

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

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

4. **Bid opening**

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-5**). 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.

5. **Bid Evaluation**

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

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

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for all types of vehicles** 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 (i.e A, B,) then comparison of total cost of similar types for which the bidder has quoted should only be considered.

6. **Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4/ Demand draft** of bid document.

7. **Right to vary quantities**

BSNL reserves the right at the time of award of contract or at any time before completion of contract on mutual agreed basis to increase or decrease upto 25%(2 vehicles) of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

8. **Signing of Contract**

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

9. **Annulment of Award**

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

10. **Period of validity of bids**

- (i) The bid shall remain **valid for 180 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

11. **Bid Price.**

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

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

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

12. **Bid Security**

12.1 Pursuant to **clause 3.6**, the bidder must deposit Bid Security as per NIT. The Bid Security shall be in the form of **Bank Guarantee/Demand draft drawn in favour of A.O(Cash) BSNL O/o GMTD Dharamshala, payable at Dharashala, valid for 210 days** from the date of tender opening and may be submitted in separate cover.

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

13. **The Bid Security may be forfeited:**

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

13.2 If the successful bidder fails

- i) to sign contract in accordance with clause 18
- 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 discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

14. **Terms of Payment:**

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/O GMTD Dharamsala (HP). Monthly bills i.r.o vehicles engaged on monthly 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, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

17. Performance Security:

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

17.2 Performance Security shall be submitted in the form of Demand draft in favor of AO(Cash) BSNL O/o GMTD Dharamshala or FDR pledged in favor of AO(Cash) BSNL O/o GMTD Dharamshala, or Bank Guarantee issued by Nationalized Bank /Scheduled Bank and the Performa provided in **Annexure-4** of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

18. Termination of Contract

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

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

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

19. Termination for insolvency

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

20. Insurance

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

21. Prices:

21.1 The rates should be on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rate for extra per km running is to be indicated.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

21.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

4. 21.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract. On the implementation of GST in place of ST (w.e.f. 01-07-2017 or date from which GST is implemented by the Govt.) , the contractor has to get registered with GST and submit the copy to BSNL.

22. Price Revision:

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

$$\frac{\text{Increase or decrease in Petrol/Diesel during the month =}}{\text{run by the vehicle X (Revised rate per litre - Base rate per litre)}} \times \frac{\text{Actual KMs}}{\text{Average KM per litre}} \\ \text{of Diesel / Petrol consumption (KMPL)}$$

(**Note:-** The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **9 Kms in case of AC cars** and **12 Kms in case of Non-AC Cars 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, 30 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 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

23. Miscellaneous Conditions:

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

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

23.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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

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 GMTD Dharamshala of Bharat Sanchar Nigam limited (BSNL) of the respective or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD Dharamshala or by whatever designation such officers may be called

(hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Dharamshala 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 GMTD Dharamshala of BSNL at Dharamshala or such other place as the arbitrator may decide.

(N.B : *At the places marked * in the above clauses, "The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Manager (TDM), as the case may be incorporated.*)

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 Registration with EPF authorities:-

The tendered have to fulfill all the terms & conditions of provisions of EPF & Miscellaneous provision Act-1952 & Employees provident fund scheme 1952 in respect of all labourers/employees engaged by the tenderer for execution of BSNL's work, if EPF is applicable. The bill of the tendered must be accompanied with:

- (a) List showing details of labours/employees engaged.
- (b) Duration of their engagement
- (c) Amount of wages paid to such labours/employees for the duration in question along with EPF UAN number of each labourer/employee.
- (d) Amount of EPF contribution (both employee's/employer's contribution) for the duration of engagement in question, paid to EPF authorities
- (e) Copies of authenticated documents of payments of such contribution to EPF authorities
- (f) A declaration from contractor that he/she has complies with all the terms & conditions of EPF Act-1952.

ANNEXURE-1

Declaration

NIT No. CT-16/Vehicle-Tender/2020-21/9 Dated 15-05-2020

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 **Financial Bid** 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 form 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

Signature of bidder

SECTION-V(Financial Bid for view purpose only)

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

NIT No. CT-16/Vehicle-Tender/2020-21/9 Dated 15-05-2020

Note: (Copy of Financial Bid – For View Purpose Only, Bidder has to submit financial bid online in excel file on URL <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>)

PLAN-1 (Scheduled Works): Monthly KM Hire Slab:

Slab No	Monthly KM Hire slab	Hire Charges per vehicle (Non Air-conditioned Alto / Indica / Omni Van OR similar type of vehicle) Per Unit per month Slab Rate in figure & in words	
		Rs. (in figure)	Rupees in words
1	Fixed monthly charges up to 1500 Kms/PM (Rs./Month)		
2	Rate per Km beyond 1500 Kms up to 2000 Kms in a month		
3	Rate per Km beyond 2000 Kms up to 2500 Kms in a month		
4	Night halt charges (Rs. Per Night) (Night halt will be counted from 2200 hrs to 0600 Hrs)		

Note:- 1. Rate quoted should be inclusive of all levies & taxes except GST.
2. L1 will be determined as per Appendix-VI

Signature of bidder

ANNEXURE-2**SUB: HIRING OF VEHICLES IN DHARAMSALA SSA**

NIT No. CT-16/Vehicle-Tender/2020-21/9 Dated 15-05-2020

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 Recognised / Registered (Attach Photocopy as a proof)	<input type="checkbox"/> es <input type="checkbox"/>
	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 Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) (a) Attested copy of ESI Registration Certificate (Wherever ESI is applicable) (b) For other stations, an affidavit (attested by Notary public) to be given that medical insurance will be submitted within one month signing the agreement . EPF (Attach Proof) : 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	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at Annexure-2A .	

DATE

SEAL

SIGNATURE

Signature of bidder

ANNEXURE-2A**Statement of Vehicles owned by the Bidder****BIDDER'S NAME:** _____**COMPANY'S NAME:** _____

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

Note: Use additional sheets if required.**Declaration:**

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

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

Signature of bidder

ANNEXURE-3

BID SECURITY BOND

Whereas(hereafter called “the Bidder”) has submitted its bid dated For hiring contract of commercial vehicles Tender No.....

.....**KNOW ALL MEN** by these Presents that We of having our registered office at (hereafter 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 CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
 - (a) fails or refuses to execute the Contract, if required, or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

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

Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

Signature of bidder

ANNEXURE-4**PERFORMANCE SECURITY BOND**

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

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the BSNL, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

Signature of bidder

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____
(Indicating the name of the bank)

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

Signature of bidder

ANNEXURE-5**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on _____ or before date of bid opening)**

To

The
Bharat Sanchar Nigam Ltd.Subject – Authorisation for attending bid opening on _____ (date) in the Tender of
_____.

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternate Representative

Signature of bidder

Or

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

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

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

Signature of bidder

ANNEXURE-6

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.....
- 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

Signature of bidder

ANNEXURE-7

**DECLARATION REGARDING NO ADDITION/DELETION IN CASE OF
DOWNLOADED DOCUMENTS**

It is declared that no addition / deletion/alteration has been incorporated by me in the downloaded Tender Document in r/o Hiring of vehicle Tender scheduled to be opened on ----- and it identical to the tender document appearing in the website.

Datd:-

**Signature of bidder
with complete address/Seal**

Signature of bidder

SECTION -VI

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 Sh. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through GMTD Dharamshala. 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 and rates approved vide letter No. _____, the "Service Provider/contractor" 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 not older than three year model(not older than 2015 year model), on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of GST, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. However this agreement may be extended for a period of further one year at same rates, terms & conditions if desired so by competent authority. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than three years(say 2017 model) 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

Signature of bidder

BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the _____ Section of GMTD Dharamshala, of BSNL on monthly basis for release of payment by BSNL.

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

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

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (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 in the Plan-1. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

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

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

11.3 If the 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. NIT No. _____, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & _____ respectively shall form part and parcel of this Agreement and integral part of this agreement.

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

15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service

Signature of bidder

Provider without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

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

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

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

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. 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 in Plan-1 (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD BSNL Dharamshala(HP) of Bharat Sanchar Nigam limited (BSNL) of the respective or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD BSNL Dharamshala or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Dharamshala 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 there of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of GMTD Dharamshala of BSNL at Dharamshala(HP) or such other place as the arbitrator may decide.

(N.B : At the places marked * in the above clauses, "The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Manager (TDM), as the case may be incorporated.)

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

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

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

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

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And
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 despatch, if transmitted by internationally recognized courier or registered air mail.

Signed _____

Signed _____

For and on behalf of the BSNL
Name (caps) _____
Position _____
Date _____

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

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

SECTION VII

E-tendering Instructions to Bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before

Signature of bidder

submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Signature of bidder

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Signature of bidder

Appendix- I**SCHEDULE OF REQUIREMENTS****PLAN-1 (Scheduled Works):**

Officer & Station for which vehicle is required	Total No. of Vehicles required	Type of vehicle required	Estimated Cost approx. in Rs.
One vehicle each required at different location of Dharamsala SSA comprising of revenue district Kangra and Chamba	06	Non-AC commercial vehicles (Alto/Indica/ Maruti Omni Van or similar type.)	23,04,000-00

Signature of bidder

Appendix- II**B.S.N.L.**

[A Government of India Enterprise]
(Part of Agreement for vehicle hire)

The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract :- From _____ To _____

Name of SSA _____ Name of Circle _____

Sl.No	Name of Unit	Address	No of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-I/II	Monthly Contracted KMs
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Signed _____
(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Signature of bidder

Appendix-III

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(only by specified authority)

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

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

Order details

BSNL's order number _____ Service Provider's reference _____

Name of Hiring unit _____

Name of SSA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

Fuel used _____ Horse Power (cc) _____ Euro I / II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____ Kms

Signed _____
(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Signature of bidder

Appendix-IV

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in _____ SSA/Unit, vide No: BSNL/ _____ / _____ / 2002, Dt. _____ as required under Section-IV , clause (8) of Bid-Documents)

CERTIFICATE

I _____, S/O _____ ,
 R/O _____ hereby certify that none of my
 relative(s) as defined in Section-IV, item(7) of 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 _____

Signature of bidder

Appendix-V

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 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
 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 **Dharamsala**
 hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs
 and assigns.

Whereas **BSNL Dharamsala** invited bids for hiring of 6 commercial vehicles, I/We
 participated in the bidding process, I/ We ----- acknowledge that
 I/We -----have fully understood and are aware of the terms &
 conditions of the Tender document / 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 and shall comply with all
 terms and conditions of the tender document.
- (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:

Signature of bidder

- Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

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

OR

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

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

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

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS : 1.

2.

Signature of bidder

Appendix-VI

Procedure for determination of L1

Slab No.	Monthly KM Hire slab	Hire Charges per vehicle (Rs.) Unit slab rate		
		Estimated Quantity	Rate	Maximum cost of hiring
1	Fixed monthly charges up to 1500 Kms/PM (Rs./Month)	X1	A1	X1A1
2	Rate per Km beyond 1500 Kms up to 2000 Kms in a month	Y1	A2	Y1A2
3	Rate per Km beyond 2000 Kms up to 2500 Kms in a month	Z1	A3	Z1A3
4	Night halt charges (Rs. Per Night) (Night halt will be counted from 2200 hrs to 0600 Hrs)	H1	A4	H1A4

L-1 as per following procedure:

- X1 = 1 Month (Up to 1500 km/month)
 Y1 = 500 Kms (From 1501 Kms to 2000 km/month)
 Z1 = 500Kms (From 2001 Kms to 2500 km/month)
 H1 = 6 Nights
 A1 = Quoted rates for slab-1
 A2 = Quoted rates for slab-2
 A3 = Quoted rates for slab-3
 A3 = Quoted rates for slab-4

Total cost of hiring per month=P1=
 (X1A1+Y1A2+Z1A3+H1A4)

Signature of bidder

Appendix-VII

DECLARATION BY TENDERERS

i) I /We have fully understood all the General Terms and Conditions of tender (attached with the tender) having accepted the same in TOTO and I/we have made my/our offer in keeping in view to the Terms and Conditions of the tender.

ii) I/we hereby declare that I/we shall treat the tender document, drawings and other records connected with the secret /confidential documents and shall not communicate information/derived there from to any other person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudice to safety of the same. I/we hereby tender for execution of the C.M.D.New Delhi work specified in schedule of work (N.I.T.) within the specified time at the rates and amount given in figures and words by me/us in the Financial bid in accordance with the specifications, given before hand and revised from time to time by the officer in -charge of the work or supervisor nominated for the purpose by the BSNL and as per instructions and conditions of the Contract Agreement .I/we shall use the material issued to me by the BSNL for and in all respects in accordance with the instructions of the BSNL and any misuse or loss thereof, shall be deducted from me/us any shape.

Should this tender be accepted in whole or in part. I/we hereby agree to abide by and fulfil all the terms and provision of the said terms and conditions of this tender, all the terms and the provisions contained in notice inviting tenders and terms and conditions of the enlistment so far as applicable and/or in default thereof forfeit and pay to the C.M.D.New Delhi or his successor in office, the sum of money mentioned in the said condition, a sum of Rs._____ is hereby forwarded in the form of D/D of a scheduled bank guarantied by the Reserve Bank of India drawn in favour of Accounts Officer(Cash) BSNL office of GMTD Dharamsala as earnest money. If I/we fail to commence the work specified in the above memorandum. I/we agree that the said CMD or his successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us or otherwise.

iii) **To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein to carry out such deviation as may be ordered from time to time as per the requirement of the BSNL.**

iv) I hereby declare that I have read all the terms and conditions and specifications of the tender document and agree to abide by fulfils and accept all the terms and condition and specifications of the tender document.

v) I am ready to pay all the taxes imposed by BSNL/ Govt. of India from time to time.

Date.

Signature of tenderer

Name:

Address:

GST Registration No.

Signature of Tenderer
Full Name of Tenderer,
Address:

Signature of bidder