

Price Rs. 590/-



**Bharat Sanchar Nigam Ltd.**

(A Government of India Enterprise)

(Electrical Wing)

O/o THE EXECUTIVE ENGINEER (E) BSNL, ELECTRICAL DIVISION,  
1st Floor Block No. 35 SDA complex, Kasumpti, Shimla (HP) pin 171009  
Telephone No -0177-2627422.

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e - TENDER DOCUMENT

**“TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLE (NON A/C) FOR THE O/o CHIEF ENGINEER (E), BSNL ELECTRICAL ZONE, SHIMLA (HP)”**

**NIT No : 01/2019-20/SHIMLA/SHIMLA DIVISION**

**Dated- 07.05.2019**

Certified that this document contains 1 To 33 (Thirty Three Only) printed pages including the cover page.

**To be submitted only online on the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)**

**by 1800 hrs on 17/05/2019.**

**Name of Bidder:-**

Executive Engineer (E)  
BSNL, Electrical Division,  
Shimla-171009.



# **Bharat Sanchar Nigam Ltd.**

(A Government of India Enterprise)

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Executive Engineer (E)  
BSNL, Electrical Division,  
Shimla-171009

**INFORMATION AND INTRUCTIONS FOR BIDDERS FOR e-TENDERING**

On the behalf of **C.M.D. Bharat Sanchar Nigam Limited (A Govt. of India Enterprise )**, **The Executive Engineer (E), BSNL Electrical Division, 1st Floor Block No. 35 SDA complex, Kasumpti, Shimla (HP) pin 171009**, invites online item rate e-Tender for hiring of light commercial Diesel or Petrol vehicle (s) such as Non-AC Tata Indica, Maruti Swift, Maruti Celerio Chevrolet Beat or equivalent not older than 2015 model from the prospective supplier (s) having an experience in supplying light commercial vehicles to any Central / State Govt. organization or a Public Sector Undertaking or reputed private companies.

S. No.	NIT No.	Name of work	E.M.D. Rs.	Period of Completion	Last date & time of submission of bid on line	Period during which EMD, Bid cost, and other documents shall be submitted	Time & date of opening of Bid
1	2	3	5	6	7	8	9
1	01/2019-20/ SHIMLA/ SHIMLA DIVISIO N	“HIRING OF LIGHT COMMERCIAL VEHICLE (NON A/C) FOR THE O/o CHIEF ENGINEER (E), BSNL ELECTRICAL ZONE, SHIMLA (HP)”	5,000/ =	12 (Twelve) Month s.	17/05/2019 by 06.00 PM.	After last date & time of submission of bid and up to 03.00 PM on <b>23/05/2019</b>	29/05/2019 by 11.00 AM.

- The intending bidder must read the terms and conditions of BSNL-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) shall form part of bid document. The intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on the web site, by paying amount as per class / Turnover, including taxes as applicable as per Govt. of India latest tax structure. The intending tenderers who need digital signatures also, should contact M/s ITI Limited.**
- The bid document consisting of General (Commercial condition of contracts), Special condition of contracts, the schedule of quantities, the other terms and conditions of the contract to be complied with and other necessary documents

can be seen and downloaded from website "[www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)" or [eprocure.gov.in](http://eprocure.gov.in) and "[www.hp.bsnl.co.in/hpc](http://www.hp.bsnl.co.in/hpc)" free of cost.

The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed deposit receipts towards cost of bid document and EMD in favour of respective "**Accounts Officer (C) O/o The GM TD, BSNL, Shimla (HP), payable at Shimla (HP)**" and Processing Fee in favour of ITI Limited and other documents as specified.

4. Those bidder / contractors not registered on the website mentioned above are required to get registered beforehand.
5. **The intending bidder must have valid class-III digital signature to submit the bid.**
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. **Bidder / Contractor can upload documents in the form of JPG format and PDF format.**
8. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.  
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".  
Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
9. For any help related to e-tendering, vendor can contact at given helpline no. **017239537537, 08261033300 / 09625033300 / 08261922200**

**10. List of Documents to be scanned and uploaded within the period of bid submission:**

1. Certificates of Vehicles, i.e. R.C (Certificate of registration), Fitness Certificate, Authorisation Permit (Form 47), Contract Carriage Permit (Part-A), Passenger and goods tax receipt, Road Tax (Token Tax), Certificate of Insurance policy and Driving License etc.
2. Certificates of Work Experience (Minimum one commercial Vehicle to Govt. Organization/ any public sector undertaking/ reputed private companies).
3. Demand draft / Pay order or Banker's Cheque of any Scheduled Bank towards cost of Bid document.

4. Demand draft / Pay order or Banker's Cheque / Deposit at Call Receipt / FDR against EMD.
5. Financial bid (Annexure-A) at page No-24.
6. Statement of vehicle owned by the bidder (Annexure-2 A) at page No-28.
7. Goods and Service Tax Registration No. or the bidder shall submit an affidavit Declaring that the annual income from the hiring of commercial vehicle does not exceed the limit fixed by central excise authorities.
8. Letter of authorization for attending bid opening in form Section-X. (at page No-31) if applicable.
9. Certificate of r/o Non Participation of any close relative as per Section-XI in bid forms. (at Page No-32)
10. Pan Number (Permanent Account Number)

\* If the bidder is a firm in partnership / Limited company or Corporation, then the hard copies of **Form "A" and partnership deed / memorandum of articles of association and power of attorney / authorization to the person who signs the tender in case of companies etc shall also be uploaded / submitted along with other documents.**

11. Self certified copies of all uploaded documents under para 5 of notice inviting e-Tender and Original financial payment Instrument against EMD & TC shall be deposited within the period of physical form Submission.

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**(Electrical Wing)**

**NOTICE INVITING e-TENDER**

1. On the behalf of **Chairman and Managing Director BSNL, The Executive Engineer (E), BSNL Electrical Division, 1st Floor Block No. 35 SDA complex, Kasumpti, Shimla (HP) pin 171009**, invites online item rate e-Tender for hiring of light commercial diesel or Petrol Vehicle (s) such as Non-AC Tata Indica, Maruti Swift, Maruti Celerio ,Chevrolet Beat or equivalent not older than 2015 model from the prospective supplier (s) having an experience in supplying light commercial vehicles to any Central / State Govt. organization or a Public Sector Undertaking or reputed private companies.
2. **Schedule to the invitation of Tender.**
  - a) **Name of work:-“HIRING OF LIGHT COMMERCIAL VEHICLE (NON A/C) FOR THE O/o CHIEF ENGINEER (E), BSNL ELECTRICAL ZONE, SHIMLA (HP)”**
  - b) **NIT No. 01/2019-20/SHIMLA/SHIMLA DIVISION**
  - c) **Last date of receipt of submission of bids online, will be 17/05/2019 upto 06.00 PM.**
  - d) **The date of submission of eligibility documents etc and EMD, tender fee, (After submission of online bid) will be 23/05/2019 by 03.00 PM. and shall be opened on same day at 15.30 Hrs.**
  - e) **The date of Opening of e-tenders / Financial bid will be 29/05/2019 at 11.00 AM.**
  - f) **Minimum validity of Tender offers / Bid...60 days from the date of opening.**
3. **Services to be provided.....**Providing Non AC light commercial vehicle (s) such as Tata Indica, Maruti Swift, Maruti Celerio, Chevrolet Beat or equivalent. Total 1 No (One Number) with  $\pm$  100 % variation in number of vehicles of model not older than 2015 on hire and contractual basis for plying the vehicle in whole of HP state.
4. **Duration of contract: One year from the date of Agreement** with an option of further extension for a period of One year on the same rate, terms and conditions on the mutual consent of both the parties. The complete details of e-tender document, term and condition of contract and necessary document, can either be downloaded from the BSNL website [“www.hp.bsnl.co.in/hpc”](http://www.hp.bsnl.co.in/hpc),

[Eprocure.Gov.in](http://Eprocure.Gov.in) or [www.tenderwizard.com](http://www.tenderwizard.com) /BSNL or be seen in the office of the Executive Engineer (E), BSNL Electrical Division, Shimla free of cost.

5. Interested contractors who wish to participate in the tender had to make following payments as detailed below:
- Rs.590/- (Rs. Five Hundred Ninety Only) (non-refundable) in the form of Demand Drafts / Pay Orders of a Scheduled bank drawn in favour of **Account Officer (Cash) O/o GM (TD) BSNL Shimla (HP)**, payable at Shimla (HP).
  - Earnest Money of Rs.5000/- (Rs. Five Thousand only) in the form of banker cheque / deposit at call receipt of a scheduled bank / **fixed deposit receipt of a Scheduled bank** / demand draft of a scheduled bank issued in favour of “**Account Officer (Cash) O/o GM (TD) BSNL, Shimla (HP)**” payable at Shimla (HP), along with the bid as per the details below:-

S. NO	NIT No.	Vehicle to be attached to	No. of Vehicle Required.	Jurisdiction	EMD.
1.	<b>01/2019-20/SHIMLA/SHIMLA DIVISION</b>	E.E [E] BSNL Electrical Division, Shimla HP.	ONE	All Districts of Himachal Pradesh HP.	Rs.5000/-

**(iii) e-tender processing fee minimum of Rs. 590/- (non refundable), shall be payable to M/s. ITI Limited, through their e-gateway by credit / debit card, internet banking or RGTS / NEFT facility.**

The scanned copy of above documents (demand Draft / Pay order or Banker's cheque / FDR / deposit at call receipt) is to be uploaded to the e-Tendering web site within the period of online bid submission and original should be submitted along with self attested copies of eligibility documents in the wax / adhesive tape sealed envelope, to the office of Executive Engineer (E), BSNL Electrical Division, Shimla, (HP) within the period mentioned **in this NIT**.

The intending bidder has to fill all the details such as Banker's name, Demand draft / Fixed Deposit Receipt / Pay order/ Banker's cheque, amount and the date in the e-tendering website.

After submission of bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

The self attested copies of Vehicle documents and certificate of work experience and other documents as specified in the tender notice as well as demand Draft / Pay order or Banker's cheque/ FDR / deposit at call receipt in original for tender Fees / cost and EMD shall be submitted in the wax / adhesive tape sealed envelope, to the office of

**Executive Engineer (E), BSNL Electrical Division, Shimla (HP), after last date & time of submission of bid and up to by 03.00 PM on 23/05/2019. The documents submitted shall be opened at 3.30 PM on the same day in presence of contractors who may be present.** The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose earnest money Deposit, Cost of Bid document, e-Tender Processing Fee and other documents placed in the envelop are found in order.

**The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:**

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents as stipulated in the bid document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of online submission of bid and hard copies as submitted physically in the sealed envelope in the office of tender opening authority.

The tender, which is not accompanied by requisite bid security, shall be summarily rejected. Tender will not be accepted / received after expiry of date / time. **Executive Engineer (E), BSNL Electrical Division, Shimla** reserves the right to reject any or all the tenders without assigning any reason what so ever.

Executive Engineer (E)  
BSNL, Electrical Division,  
Shimla-171009



NIT No. 01/2019-20/SHIMLA/SHIMLA DIVISION  
No:- 65/ EE/E/BSNL/ED/SML/2019-20/67

Dated:-07-05-2019.

Copy to:-

- 1 The CGMT, BSNL HP Telecom Circle, Block No-11, SDA Kasumpti, Shimla
- 2-3 The Chief Engineer (C), BSNL HP Electrical Zone North / South, Shimla (HP).
4. The Chief Engineer (E), BSNL Electrical Zone, Shimla (HP).
- 5 The Chief Engineer (PWD), Nirman Bhawan, Nigam Vihar Shimla (HP).
- 6 The GMTD, BSNL, Block No. 35, SDA Colony, Kasumpti Shimla (HP).
- 7 The GM (Mobile), BSNL, T.E Bldg. Boundary Estate Shimla (HP).
- 8 SE (Electrical), BSNL Electrical Circle, New Shimla (HP)
- 9 The Sr. Architect (T), BSNL HP Circle, House No. 51, FF, Sector-1, New Shimla.
- 10-11 The E.E (Electrical), BSNL Electrical Division Sundar Nagar / Dharamshala (HP).
- 12-13 The CAO (IFA) / A.O (Cash), O/o GM (TD), Shimla.
- 14 The E.E (Civil), BSNL Civil Divn, Phase-III Sec-6 Kangnadhhar, Shimla (HP).
- 15 The E.E (Civil), CPWD Division Shimla Chaura Madan Shimla (HP).
- 16 The All India Radio, Chaura Madan, The Mall Shimla (HP).
- 17 The CEO Cum Secretary, Him Huda, Nigam Vihar Shimla-II (HP).
- 18-21. The Taxi Union offices lift Shimla, RTO Card Road, Sanjauli & Kusumpti shimla.
- 22 Notice Board through Himachal Tourism Office The Mall Shimla.
23. Information office, Himachal Tourism near Victory Tunnel Cart Road Shimla.
24. M/S Kalka Shimla Himachal Taxi Union (Regd.) main Bus Stand Shimla.
25. Himachal Taxi Union, Old Bus Stand, Solan (HP).
26. The Taxi Union, Near Bus Stand Parwanoo, Parwanoo (HP).

Executive Engineer (E)  
BSNL, Electrical Division,  
Shimla (HP).

## SECTION - II

### Instructions to Bidders

#### 1. Services to be provided

1. Services to be provided are given in section VI.

#### 2. Eligibility Conditions

- a) The bidder should have required vehicle(s) of model not older than year 2015. Vehicles registered as commercial vehicles in their name(s) or Firm's name or bidder should produce affidavit for leased vehicle for use as commercial vehicles.
- (b) The bidder shall have experience of similar type of contract of supplying minimum one commercial Vehicle to Govt. Organization / any public sector undertaking /reputed private companies.
- (E) The bidder shall be registered with Central Excise Authorities for Goods and Service tax or the bidder shall submit an affidavit declaring that the annual income from the hiring of commercial vehicle does not exceed the limit fixed by central excise authorities.

#### 3. Cost of Bidder

The bidders 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 Document

- 4.1 Bid document includes
  - a. Notice Inviting Tender
  - b. Instruction to bidders
  - c. General (Commercial) condition of the contract
  - d. Special conditions of contract if any
  - e. Schedule of requirement and Hire Charges
  - f. Financial bid and Technical bid
  - g. Service to be provided
  - h. Letter of authorization to attend bid opening.
  - k. Documents in the support of eligibility condition as per clause 2
  - l. Certificate/undertaking of non-participation of near/close relative of BSNL employee and also vehicles are not owned by close relative.

- 4.2 The bidder is expected to examine all instructions, forms, terms and specifications 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.

## **5. AMENDMENT TO BID DOCUMENT**

- (i) 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.
- (ii) The amendments shall be notified in writing to all prospective bidders on the address given at the time of purchase of the Bid Document and these amendments will be binding on them.

## **6. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components

- a. Documentary evidence established in accordance with clause 1 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. EMD furnished is in accordance with clause – 9.
- c. Bid Form and price schedule completed in accordance with clause 6.
- d. Partnership Deed or proprietorship deed or Articles / Memorandum of Association or affidavit in respect of leased vehicle as the case may be.
- e. The bidder shall furnish the particulars of his past performance with PSUs / Government agencies / Reputed private companies..
- f. Certificate in r/o Non-participation of any close relative as per section XII in Section in bid forms.
- g. A clause by clause compliance as per clause 10.
- h. Letter of authorization for attending bid opening in form section X.
- i. Goods and Service tax registration number.
- j. PAN Number (Permanent Account Number).

## **7. BID FORM**

The bidder shall complete the Bid Form as per Section VI, VII & VIII in the bid document covering the services to be rendered.

## 8. PRICE BID.

- (i) The supplier shall quote his rates in the financial bid as given under Section VII.
- (ii) The price quoted by the bidder shall remain fixed during entire period of contract 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.
- (iii) Discount or extra charge, if any, mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

## 9. EARNEST MONEY DEPOSIT (EMD)

9.1 EMD in the form of banker cheque / deposit at call receipt of a scheduled bank / **fixed deposit receipt of a Scheduled bank** / demand draft of a scheduled bank issued in favour of **"Account Officer (C) O/o GM TD BSNL, Shimla (HP)" payable at Shimla (HP),**

### 9.2 The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form, OR
- (b) In the case of successful bidder fails
  - i. Fails to sign the contract in accordance with clause 15 Of "INSTRUCTION TO BIDDERS' UNDER Section I OR
  - ii. Fails to furnish performance security in accordance with clause 2 Of " General Conditions of Contract " Section II OR -NA-
  - iii. Fails or refuses to honor his own quoted price for any number of vehicles or part thereof
- (c) In both the above cases i.e. 9.2 (a) & (b), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

## 10. FORMAT AND SIGNING OF BID

- 10.1 The bidder shall prepare a complete set of original bid and same shall be typed or printed and all pages numbered consecutively and shall be Signed by the bidder or a person duly authorized on each page to bind the bidder the contract. The letter of authorization shall be indicated by written Power of Attorney accompanying the Bid.
- 10.2 The over writing erasures in the bid made by the bidder shall be signed by the person signing the bid.

10.3 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in Section I, II and III of the tender document. In case of deviation a statement of deviation shall be given separately.

**11. SUBMISSION OF BIDS**

a) The scanned copy of above documents (demand Draft / Pay order or Banker's cheque / FDR / deposit at call receipt or bank guarantee) is to be uploaded to the e-Tendering web site within the period of online bid submission and original should be submitted along with self attested copies of eligibility documents in the wax / adhesive tape sealed envelope, **to the office of Executive Engineer (E), BSNL Electrical Division, Shimla (HP) within the period mentioned in this NIT. after last date & time of submission of bid and up to by 03.00 PM on 21/05/2019.** The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

b) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder unopened.

**12. BID OPENING**

BSNL shall open bids 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 as per **SECTION-X**).

**13. EVALUATION**

13.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order on the basis of technical bid.

13.2 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 confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

13.3 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 as indicated in the financial bid of substantially responsive bidders.

13.4 The bids shall be evaluated on the basis of the cost of hiring for 1750 Km basis per vehicle.

**14. AWARD OF CONTRACT**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically and financially acceptable. The bidder shall within 7 days of issue of Letter of Intent, give his acceptance. The hirer reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**15. RIGHT TO VARY QUANTITY**

BSNL reserves the right at the time of award of contract to increase or decrease up to 100% of the tendered quantity of vehicle running services specified in the scheduled of requirements without any change in hiring charges of the offered quantity or other terms and conditions.

**16. SIGNING OF CONTRACT**

16.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

16.2 Upon the successful bidder furnishing the Bank performance Security Bond, BSNL shall discharge its bid EMD. -NA-

**17. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 15 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids

**18. PERIOD OF VALIDITY OF BIDS**

(i) The bid shall remain valid for 60 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.

## SECTION-III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL

#### 2. PERFORMANCE SECURITY

2.1 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank in the Performa provided at Section IX of the bid document. -NA-

2.2 Performance Security will be discharged after completion of contractors' performance obligations under the contract. -NA-

2.3 If the contractor 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 penalty for such failure  
-NA-

#### 3. EXECUTION TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### 4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips / copy of log book duly signed by the user and duly certified by the competent authority.

#### 5. TERMINATION OF CONTRACT

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension there of granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the Contract.

- 5.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

## **6. TERMINATION FOR INSOLVENCY**

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

## **7. FORCE MAJEURE**

- 7.1 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, Electrical 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 non 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.

## **8. ARBITRATION**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the C.E. (E), BSNL HP Electrical Zone (North), Shimla. 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 functions of the C.E. (E), BSNL HP Electrical Zone (North), Shimla, or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the C.E. (E), BSNL HP Electrical Zone (North), Shimla. or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the C.E. (E), BSNL HP Electrical Zone (North), Shimla or the said officer. The agreement to



appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

- 8.2 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.
- 8.3 The Venue of the arbitration proceeding shall be the Office of C.E. (E), BSNL HP Electrical Zone (North), Shimla, or such other places as the arbitrator may decide.

9. **SET OFF**

Any sum of money due and payable to the contractor (including Bank performance guarantee) 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 contractor with BSNL.

- 10 BSNL reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the vehicle in time. Further, the contractor whose services are not satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the BSNL

- 11 The bidder should give a certificate that none of his / her near relative is working in the entire unit(s) under the HP BSNL Electrical Zone (North / South) Shimla. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India / Financial Institution nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the Company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

- 12 The near relatives for this purpose are defined as:
- (a) Members of a Hindu undivided family.
  - (b) They are husband and wife.
  - (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister (s) and sister's husband (brother-in-law).

The format of the certificate is given at Section XI.

## SECTION- IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in SECTION-II and General (Commercial) Conditions of the Contract as contained in SECTION-III and wherever there is a conflict, the provisions herein shall prevail over those in SECTION-II and General (Commercial) Conditions of the contract.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the BSNL, 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.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. In circumstances the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1988 as amended by the motor vehicles (AMENDMENT) Act, 2001 and I.P.C., the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible.
8. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers / officials as well as essential store items while running the vehicle by ensuring safe driving. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.

9. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required.
10. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and taxes etc. due on such vehicles shall be liability of the contractor.
11. The contractor shall send the vehicle for periodical servicing at his cost, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
12. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the bidder.
13. BSNL reserve right to offer the approved rates of L1 to L2, L3 etc. contractors for hiring the vehicles.
14. Whenever vehicle is required for outstation journey. The contractor will be bound to provide the vehicle for outstation journey. Night charges for the outstation journey, if any, shall be paid by BSNL.
15. In the event of any of the eligible bidder(s) not agreeing to supply the vehicles or not being considered by BSNL for ordering the vehicles inters ranking of the bidders below the aforesaid bidder(s) will be recast to give the vacated slot(s) this will be done to ensure that the number of bidders supplying vehicles remains same as earlier.
16. Contracted shall provide at his own cost one Mobile Telephone No. to the driver(s) of the hired vehicles.

## SECTION-V

### SERVICES TO BE PROVIDED

#### 1. Services

Provision of light commercial vehicles with licensed drivers, registered as commercial vehicles on Hiring basis for running in jurisdiction of the HP BSNL, Electrical Division, Shimla (HP).

#### 2. Period of Contract

Under normal circumstances the contract shall be valid for a period of One Year (12 Months) which shall be reckoned from the 3th. day after the date of issue of this letter or from the actual date of providing the vehicle whichever the earlier. However contract may be extended by BSNL for a further period up to One year on the same rate, terms & conditions with the consent of both the parties.

#### 3. Quantity

Estimated number of vehicle to be hired is One however it should be clearly noted that BSNL shall place the order for max of two vehicles at the same rates and terms and conditions.

#### 4. Duty hrs.

9.00 Am to 7.00 Pm. Per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicle as and when required.

#### 5. Notice Period

- i) For regular requirements one day in advance
- ii) Telephonic intimation shall be considered as notice.

#### 6. Reporting place

Any place within the jurisdiction of HP BSNL, Electrical Division, Shimla. Actual place of reporting shall be specified by users of vehicles.

#### 7. Counting of distance

From garage to garage but chargeable distance in this respect shall not be more than 5 Kms in each way.

#### 8. Accuracy of meters

The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

#### 9. Penalties

- I. In case of break down, 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 times in a month, a penalty of Rs. 500/- per break down shall be imposed.
- II. In case of non-availability of vehicles for any particular day penalty of Rs.200/- per day shall be imposed.
  - III. In case of non-availability of vehicles during extra hrs, penalty of Rs.100/- per occasion shall be imposed.

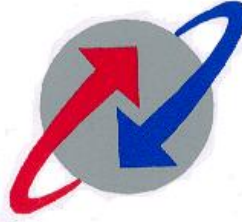
#### **10. Special Requirements**

- a) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- b) No vehicle should be supplied having registration in the name of employee of BSNL or close relative and certificate to this effect be given while participating in the bid.
- c) Payment of any Govt. tax or duty other charges for plying the vehicles in the area will be liability of contractor.
- d) Parking and Toll charges, if any, may be claimed by producing the parking / Toll slips.
- e) Shortage in utilization of contracted Kms. of 1750 KMs. if any during particular month will be adjusted in the subsequent months of contract period.
- f) Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through local Govt. Office.

**Bharat Sanchar Nigam Ltd.  
(A Govt. of India Enterprise)**

**(Electrical wing)**

**O/o THE EXECUTIVE ENGINEER (E) BSNL, ELECTRICAL DIVISION,  
1st Floor Block No. 35 SDA complex, Kasumpti, Shimla (HP) pin 171009  
Telephone No-0177-2627422.**



**SECTION-VI**

**Part – II : Financial Bid**

**“HIRING OF LIGHT COMMERCIAL VEHICLE (NON A/C) FOR THE O/o CHIEF ENGINEER  
(E), BSNL ELECTRICAL ZONE, SHIMLA (HP)”**

**NIT NO: 01/2019-20/SHIMLA/SHIMLA DIVISION Dated:-07.05.2019**

**To be submitted only online on the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)**

**by 1800 hrs on 21/05/2019**

**(Financial Bid Document Contains 5 Pages only i.e P 22 to P 26)**

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**ANNEXURE-I**

**FINANCIAL BID**

Dear Sir,

With reference to your NIT No:- **01/2019-20/SHIMLA/SHIMLA DIVISION**.  
undersigned, offer to provide commercial vehicles in conformity with the condition of contract and specification as given below.

1. Type of vehicle offered for hiring i.e Non-AC Tata Indica, Maruti Swift, Maruti Celerio ,Chevrolet Beat or equivalent petrol/diesel light commercial vehicle -----  
-----

2. Month & Year of Model :-----

3. Registration No. -----

4. Proof of Commercial Vehicle: -----

Note : Document Proof of above items duly attested is to be submitted along with technical bid.

**Signature of Bidder**



**ANNEXURE-II**  
**FINANCIAL BID**

Tender / NIT No:- **01/2019-20/SHIMLA/SHIMLA DIVISION.**

Date- 07.05.2019.

A : (Name & Address of the Purchaser)

Dear Sir,

A : (Name & Address of the Purchaser)

1. Having the conditions of contract and services to be provided ,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 (Section -VII)** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.....NA.....
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at 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 this .....Day of .....2019.

Signature of bidder.....

In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

**Encls:** Schedule of Requirement & Hire charges

**SECTION-VII**



BHARAT SANCHAR NIGAM LIMITED



<b>SCHEDULE OF REQUIREMENT AND HIRE CHARGES</b>						
<b>"TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLE (NON A/C) FOR THE O/o CHIEF ENGINEER (E), BSNL ELECTRICAL ZONE, SHIMLA (HP)"</b>						
<b>Name of Bidder</b>						
<b>Sr.No.</b>	<b>Type of Vehicle.</b>	<b>Quantity</b>		<b>Rate (Rs)</b>	<b>Unit</b>	<b>Amount (Rs)</b>
1.	Non-AC Tata Indica, Maruti Swift, Maruti Celerio ,Chevrolet Beat or equivalent petrol/diesel light commercial vehicle. (Note- Rates upto 1750 Km. i/c all taxes & levies if any).	1750.00	Km.		Per Kilometre	
2.	Beyond 1750 Km. ( Note:- Rates quoted i/c all taxes & levies if any).	1.00	Km.		Per Kilometre	
3.	Night Halt Charges	1.00	Nos		Per Day	
					Total Rs-	

**Note:- The GST if applicable shall be paid separately.**

Executive Engineer (E)  
BSNL Electrical Division  
Shimla.

**SECTION-VIII**

**TECHNICAL BID FORM**

NIT No:- **01/2019-20/SHIMLA/SHIMLA DIVISION.**  
(Name and Address of the Purchaser)

Date:-07.05.2019

Dear Sir,

To

The Executive Engineer (E)  
BSNL, Electrical Division, Shimla (HP).

**Subject: Sealed tender for hiring of Non AC Light Commercial vehicles.**

**Sir,**

With reference to ..... BSNL Tender Notice inviting instructions for hiring of Light Commercial vehicles, I/we have read the terms and conditions in the Bid Document and accept the same furnish the following documents.

- 1) The list of vehicles with models & registration numbers. owned or on lease. Which are registered as commercial vehicle(s). The proof of ownership or lease holding should be produced as and when called for) .....Annexure
- 2) PAN No (Proof to be attested).....Annexure
- 3) Attested copy of Partnership Deed or proprietorship deed or Article/ memorandum of Association as the case may be.....Annexure
- 4) Goods and Service Tax registration Number .....Annexure
- 5) A valid certificate issued by the competent authority of a PSU/ Central/ State Govt. organization /reputed private companies for satisfactory performance of the contract on hiring vehicles for at least one year .....Annexure
- 6) A certificate of no relation working in BSNL as per Clause Section-XI of Bid Document .....Annexure

Yours truthfully,

Name.....

Address.....

.....

Telephone.....

Date.....

Seal of the firm.....

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

Details of "OWNED" Vehicles of Five Years old or less in our fleet of operation as on date:									
Sr. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Tata Indica, Maruti Swift, Maruti Celerio Chevrolet Beat or equivalent PETROL/diesel light Commercial Vehicle).	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									

**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

**SECTION-IX**

**Performance Security Bond form**

**(NA)**

1. In consideration of Bharat Sanchar Nigam Limited, New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt-----  
----- (here in after called the said contractor(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 contractors of the terms & conditions to be contained in an Agreement dated -----  
-- and Tender document No.-----.
- (Here in after referred to as "the Bank") at the request of \_\_\_\_\_  
(lessor (s) do hereby undertake to pay to the BSNL, New Delhi 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 failure of the said lessor (s) towards refund of part of security deposit equivalent to 3 months' rent as per Clause 5A of the said Lease 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, New Delhi 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, New Delhi by reason of failure of the said lessor(s) to refund the part of security deposit as per Clause 5A of the said Lease 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, New Delhi 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, New Delhi any money so demanded not with standing any disputes raised by the lessor(s) in any suit or proceeding pending before any court of 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 lessor(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 till the security deposit is refunded by the said lessor. It shall continue to be enforceable till all the dues of the BSNL, New Delhi under or by virtue of the said Lease Agreement have been fully paid and its claims satisfied or discharged or till BSNL, New Delhi

Certifies that the terms & conditions of the said Lease Agreement have been fully and properly carried out by the said lessor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR from the date of vacation of the premises by BSNL, we shall be discharged from all liabilities under this guarantee there after.

5. We (name of the bank) further agree with the BSNL, New Delhi that the BSNL, New Delhi 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 and to forbear or enforce any of the terms & conditions relating to the said Lease Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said lessor(s) or for any forbearance, and or any omission on the part of the BSNL, New Delhi or any indulgence by the BSNL, New Delhi to the said lessor(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 lessor(s)
7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent.

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.

**SECTION-X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

Executive Engineer (E),  
BSNL, Electrical Division,  
Shimla (HP).

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 Signatures
I.		
II.		
Alternate Representative		
Signatures 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 recovered.

**SECTION-XI**

(Certificate on Non Participation of near Relatives in the tender called for hiring Commercial Vehicles)

**CERTIFICATE FOR NEAR RELATIVES**

I \_\_\_\_\_ Son of / W / O \_\_\_\_\_  
R/O \_\_\_\_\_ here by certify that  
none of my relative(s) as defined in Section III clause 11 of tender documents is/are  
employed in BSNL unit as per details given in tender document. Further no vehicle will  
be supplied having registration in the name of the said relative or in the name of the  
employee of BSNL or his close relative. 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 Transporter

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_



[Duty Slip]

(Print Name of the company & address)  
(To be filled by contractor)

Sl. No. ....

Date.....

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

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

**Driver's Name & Signature**

**Signature of User**