

Price Rs. 590/-



Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)

(Electrical Wing)

O/o THE EXECUTIVE ENGINEER (E) BSNL, ELECTRICAL DIVISION, BLOCK NO.
35 KASUMPATI SHIMLA-171009.

Telephone No-0177-2626814 & 2627422

e - TENDER DOCUMENT

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

NIT No : 13/ EE/E/BSNL/ED/SML/2022-23

Dated:- 06.03.2023

To be submitted only online on the website: <http://etenders.gov.in>

by 12.00 hrs on 16.03.2023

Name of Bidder:-

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



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

On the behalf of the Government of Himachal Pradesh, Executive Engineer (E), BSNL Electrical Division, 1st Floor Block No. 35 Kasumpati Shimla-171009, New Shimla-171009, invites online item rate e-Tender for hiring of light commercial vehicle (s) such as Non-AC Tata Indica / Tata Bolt / Maruti Swift / Etios Liva / Tata Tiago/Maruti Celerio or equivalent diesel / Petrol vehicle not older than 2020 model from the prospective supplier (s) having an experience of minimum six months in supplying light commercial vehicles to any Central / State Govt. organization / Public Sector Undertaking / Reputed Private Companies / Travel Agencies registered with Tourism Department.

(a)	NAME OF WORK: - "Hiring of Light Commercial Vehicle for the O/o Executive Engineer (Electrical) BSNL Electrical Division, Shimla (HP)"	
(b)	EMD: - Rs.5000/-	
(c)	COST OF TENDER DOCUMENT: - Rs. 590/= (inclusive of GST @18%).	
(d)	Validity of Rate contract after award of work: - 12 months.	
(e)	Last date and time of submission of on line tender documents :	Up to 18.00 Hrs on 16.03.2023
(f)	Time and date of opening of online submitted documents	At 12.30 Hrs on 20.03.2023
(g)	Period during which bank transaction details with UTR number towards the successful e-payment of Tender fee/ EMD/hard copies of Cost of Bid documents and, e-tender processing fee receipt wherever required to be submitted.	Up to 12.00 Hrs on 20.03.2023
(h)	Time and date of opening of online/ Hardcopies submitted as above at (h)	At 12.30 Hrs on 20.03.2023
(i)	Time and date of opening of Financial. Bid	Financial Bid shall be opened subsequently & notified to all concerned after scrutiny of eligibility papers & technical bid i.e. envelope no-1

1. 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.
2. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder. **The MSME units shall be exempted from submission of EMD & Tender Cost on production of requisite proof in respect of valid certification from MSME for the tendered item.**
3. The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed

Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date in the bid document. **The MSME units shall be exempted from submission of EMD & Tender Cost on production of requisite proof in respect of valid certification from MSME for the tendered item.**

- (i) **Cost of Bid Document:** -Demand draft for tender fee drawn in favor of **AO (EF), O/o CGMT HP Circle Shimla** or For deposit of tender cost online the bank details are as under: -
 - a) Account No.: - 510101005313741.
 - b) Account type: - Current.
 - c) IFSC Code: - UBIN0905755
 - d) Bank Branch: - Union Bank of India, SDA Complex Kasumpti Shimla -171009

- (ii) **E-tender processing fee** – This is to be paid through online mode only at www.etenders.gov.in. (if applicable)

EMD: -Rs.5000/- in the shape of FDR/DD/BG ‘OR’ online mode in the bank detail given above. **The MSME units shall be exempted from submission of EMD on production of requisite proof in respect of valid certification from MSME for the tendered item.**

4. 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 “<http://etenders.gov.in>, 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 (EF), O/o The CGMT, BSNL, HP Telecom Circle, Shimla (HP), payable at Shimla (HP)**” and other eligibility documents.

5. Those bidder / contractors not registered on the website mentioned above are required to get registered beforehand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Bidder / Contractor can upload documents in the form of JPG format and PDF format.
9. Bidder / 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).

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

1. **R.C (Certificate of Registration), Fitness Certificate (Form 38), Authorization Permit (Form 47) OR Contract Carriage Permit (Part-A) etc.**
2. **A valid experience certificate for minimum six months for supplying minimum one vehicle issued by the competent authority of a Central /State Govt. organization/ Public Sector Undertaking/ Reputed Private Companies/ Travel Agencies registered with Tourism Department for satisfactory performance of the contract on hiring vehicles**
3. **Demand draft / Pay order or Banker’s Cheque of any Scheduled Bank towards cost of Bid document or copy of Exemption document.**
4. **Demand draft / Pay order or Banker’s Cheque / Deposit at Call Receipt / FDR against EMD or copy of Exemption document.**
5. **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.**
6. **Certificate of r/o Non Participation of any close relative as per Section-XI in bid forms. (at Page No-32)**
7. **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.
8. **Self certified copies of all uploaded documents listed as above and copy of EMD/Tender cost/Exemption document to be uploaded on etenders.gov.in before last date & time of submission.**

SECTION-I



Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)

(Electrical Wing)

O/o THE EXECUTIVE ENGINEER (E) BSNL, ELECTRICAL DIVISION, BLOCK NO.35
KASUMPATI SHIMLA-171009.

Telephone No-0177-2626814 & 2627422

NOTICE INVITING e-TENDER

NIT No : 13/EE/E/BSNL/ED/SML/2022-23

Dated:- 06.03.2023

1. On the behalf of the Government of Himachal Pradesh, Executive Engineer (E), BSNL Electrical Division, 1st Floor Block No. 35 Kasumpati Shimla-171009, New Shimla-9, invite online item rate e-Tender for hiring of light commercial vehicle (s) such as Non-AC Tata Indica / Tata Bolt / Maruti Swift / Etios Liva / Tata Tiago/Maruti Celario or equivalent diesel / Petrol vehicle not older than 2018 model from the prospective supplier (s) having an experience of minimum six months in supplying light commercial vehicles to any Central / State Govt. organization or a Public Sector Undertaking or Reputed Private Companies/ Travel Agencies registered with Tourism Department.

(a)	NAME OF WORK: - "Hiring of Light Commercial Vehicle for the O/o Executive Engineer (Electrical) BSNL Electrical Division, Shimla (HP)"	
(b)	EMD: - Rs.5000/-	
(c)	COST OF TENDER DOCUMENT: - Rs. 590/= (inclusive of GST @18%).	
(d)	Validity of Rate contract after award of work: - 12 months.	
(e)	Last date and time of submission of on line tender documents:	Up to 18.00 Hrs on 16.03.2023
(f)	Time and date of opening of online. submitted documents	At 12.30 Hrs on 20.03.2023
(g)	Period during which bank transaction details with UTR number towards the successful e-payment of Tender fee/ EMD/hard copies of Cost of Bid documents and, e-tender processing fee receipt wherever required to be submitted.	Up to 12.00 Hrs on 20.03.2023
(h)	Time and date of opening of online/ Hardcopies submitted as above at (h)	At 12.30 Hrs on 20.03.2023
(i)	Time and date of opening of Financial. Bid	Financial Bid shall be opened subsequently & notified to all concerned after scrutiny of eligibility papers & technical bid i.e. envelope no-1

2. Services to be provided.....Providing Non AC light commercial vehicle (s) such as Tata Indica/ Tata Bolt / Maruti Swift / Etios Liva / Tata Tiago/Maruti Celerio or equivalent diesel / Petrol vehicle. Total 1 No (One Number) with \pm 100 % variation in number of vehicles of model not older than 2018 on hire and contractual basis for plying the vehicle in whole of HP state & nearby State / Territory. **For one vehicle registration number (RC) the contractor shall bid for one tender only till tender is decided .**

S.NO	NIT No.	Vehicle to be attached to	No. of Vehicle Required.	Jurisdiction
1.	13/EE/E/BSNL/ED/S ML/2022-23	E.E [E] BSNL Electrical Division, Shimla HP.	ONE	All Districts of Himachal Pradesh & nearby State/ Territory.

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 website “<http://etenders.gov.in>, www.hp.bsnl.co.in/hpc. or 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:

a. 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 **Accounts Officer (EF), O/o The CGMT, BSNL, HP Telecom Circle, Shimla (HP), payable at Shimla (HP)**”.

b. 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 “**Accounts Officer (EF), O/o The CGMT, BSNL, HP Telecom Circle, Shimla (HP) payable at Shimla (HP)**, along with the bid as per the details below:-

The MSME units shall be exempted from submission of EMD & Tender Cost on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. A) In case of online submission, 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.
- B) In case of offline submission of financial instruments the original financial instruments like Demand Draft against cost of Bid document and EMD shall be placed in a sealed envelope super scribed as “Cost of Bid, and EMD” mentioning name of work, due date and time of opening of bids, name of the bidder and shall be submitted in the tender box placed in the office of The

Executive Engineer (E), BSNL Electrical Division, 3rd floor, Block no. 35 , SDA Complex, Kasumpti, Shimla- 171009 latest by 12.00 hours (as per date mentioned in 1(h) of above table.) failing which the price bid will not be opened.

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.

7. 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 whatsoever.

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

SECTION - II

Instructions to Bidders

1. Services to be provided

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

2. Eligibility Conditions

- a) The bidder should have required vehicle(s) of model not older than year 2020. 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 minimum six months of Similar type of contract of supplying light commercial vehicles to any Central / State Govt. organization or a Public Sector Undertaking or Reputed Private Companies/ Travel Agencies registered with Tourism Department.
- (C) 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.

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.
 - i. 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 any Central / State Govt. organization or a Public Sector Undertaking or Reputed Private Companies/ Travel Agencies registered with Tourism Department.
- f. Certificate in r/o non-participation of any close relative as per section XII in Section in bid forms.
- e. A clause by clause compliance as per clause 10.
- f. Letter of authorization for attending bid opening in form section X.
- g. Goods and Service tax registration number.
- h. 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 “Accounts Officer (EF), O/o The CGMT, BSNL, HP Telecom Circle, 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 **to the office of Executive Engineer (E), BSNL Electrical Division, 1st Floor Block No. 35 Kasumpati Shimla (HP) within the period mentioned in this NIT. The last date & time of submission of original bid (Technical Bid) shall be upto 18.00 PM on 16.03.2023.** The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

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. However rate for night halt per day and beyond 1750 Kms shall be quoted on the financial bid.

13.5 **Technical evaluation shall also include.**

- a) Ownership of vehicle to be proved by the person intending to bid.

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 90 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 bidder/ 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/Bimonthly 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 bidder / 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 bidder / 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, 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 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. (C), BSNL HP Civil 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. (C), BSNL HP Civil Zone (North), Shimla, or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the C.E. (C), BSNL HP Civil 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. (C), BSNL HP Civil 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 Chief Engineer (C), BSNL HP Civil North Zone , 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 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 bidder/ 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 bidder / 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 bidder /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. Bidder / Contractor shall provide at his own cost one Mobile Telephone No. to the driver(s) of the hired vehicles.
17. In addition to the services in the Station / Jurisdiction of BSNL Electrical Division, Shimla (As indicated in the bid document) the service of hired vehicle(s) can be utilized in the BSNL Electrical in entire HP extending to nearby states / Territory.

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 Zone, Shimla extending up to entire HP & nearby states/territory.
2. **Period of** Under normal circumstances the contract shall be valid for a period of One Contract Year (12 Months) which shall be reckoned from the 7th. 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.500/- 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.500/- per day shall be imposed.
 - iii) In case of non-availability of vehicles during extra hrs, penalty of Rs.200/- per occasion shall be imposed.

10. Special Requirements

- i) 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.
- ii) 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.
- iii) Payment of any Govt. tax or duty other charges for plying the vehicles in the area will be liability of contractor.
- iv) Parking and Toll charges, if any, may be claimed by producing the parking / Toll slips.
- v) Shortage in utilization of contracted Kms. of **1750KMs.** if any during particular month will be adjusted over period of subsequent months
- vi) Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through local Govt. Office.

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

**" Hiring of Light Commercial Vehicle for the O/o Executive Engineer (Electrical)
BSNL Electrical Division, Shimla (HP) "**

Name of Bidder						
Sr.No.	Type of Vehicle.	Quantity		Rate (Rs) i/c all applicable taxes & levies but excluding GST	Unit	Amount (Rs)
1.	Non-AC Tata Indica / Tata Bolt / Maruti Swift / Etios Liva / Tata Tiago/Maruti Suzuki Celerio or equivalent diesel / Petrol light commercial vehicle.. (Note-Rate quoted shall be inclusive of all applicable taxes & levies but excluding GST).	1750	Km.		Per Kilometre	
2.	Beyond 1750 Km. (Note-Rate quoted shall be inclusive of all applicable taxes & levies but excluding GST).	1.00	Km.		Per Kilometre	
3.	Night Halt Charges (Note-Rate quoted shall be inclusive of all applicable taxes & levies but excluding GST).	1.00	Nos		Per Day	
					Total Rs-	

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

Executive Engineer (E)

TECHNICAL BID FORM

(Name and Address of the Purchaser)

To

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

Subject: 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 experience certificate for minimum six months for supplying minimum one vehicle issued by the competent authority of a Central /State Govt. organization/ Public Sector Undertaking/ Reputed Private Companies/ Travel Agencies registered with Tourism Department for satisfactory performance of the contract on hiring vehicleAnnexure**
6. A certificate of no relation working in BSNL as per Clause Section-XI of Bid DocumentAnnexure

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 Three 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 Non-AC Tata Indica / Tata Bolt / Maruti Swift/ Etios Liva / Tata Tiago or equivalent Diesel/Petrol vehicle not older than 2016 model 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

(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