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PRESS NOTICE [e-TENDER]

The Executive Engineer (E) B.S.N.L Electrical Division Top Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009 Email : xenbsnlsml1@gmail.com invites ONLINE BIDS on behalf of BSNL for the work of **Name of work: Hiring of Hard top diesel vehicle for the departmental use for Chief Engineer (E) BSNL EZ- Chandigarh.**

For further details please visit our Web Site www.hp.bsnl.co.in, and www.etenders.gov.in

Executive Engineer (E)
BSNL, Electrical Division
Shimla

BHARAT SANCHAR NIGAM LIMITED.
(A GOVERNMENT OF INDIA ENTERPRISE)
NOTICE INVITING TENDER (EW-6)

No:- 23/EE/E/BSNL/ED/SML/NIT/2023-24

DATED:- 23.08.2023

- 1.0 The Executive Engineer (E), BSNL Electrical Division-II, Top Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009 Email: xenbsnlsml1@gmail.com invites Digitally online item rate Etenders in two bid system on behalf of BSNL for the following work (s):-

(a)	NAME OF WORK: Hiring of Hard top diesel vehicle for the departmental use for Chief Engineer (E) BSNL EZ- Chandigarh.	
(b)	ESTIMATED COST: - 438480/-	
(c)	EMD: - 8770/-	
(d)	COST OF TENDER DOCUMENT: - Rs. 590/= inclusive of GST@18%.	
(e)	TIME FOR COMPLETION: - Twelve month	
(f)	Last date and time of submission of online tender documents:	01.09.2023 (Up to 18.00 hrs)
(g)	Period during which EMD, Cost of Bid, e-tender processing fee receipt and other documents shall be submitted in hard copies	Up to 12.00hrs. dated 06.09.2023. All documents shall be submitted by dropping in the box available in office of Executive Engineer (E).
(h)	Time and date of opening of Hardcopies submitted as above at (g)	06.09.2023 at 12:30 hours
(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

The Firms who fulfill the following requirements shall be eligible to bid.

1.1. ELIGIBILITY CRITERIA: -

1.1 The bidder should have at least One year experience of satisfactory performance in similar services preferably with Government/Public Sector or reputed Private Ltd. Companies /Private Firms in last three years. The experience certificate of the same shall be issued by the officer not below the rank of Executive Engineer.

1.1.1 Average annual turnover during the last three years ending 31st march of the previous financial year should be at least 30% of the estimated cost put to tender.

- Documentary proof of satisfying eligibility conditions and chartered accountant certificate for turnover to be furnished along with the application on printed letter heads. Testimonials of satisfactory completion should be obtained from an officer not below the rank of Executive Engineer/Proprietor of the firm.

Note:- Contractor should be registered with Goods and service tax Deptt. and should further have EPF and ESI registration certificates from appropriate Govt. authorities. The agencies who claim to be exempted from EPF/ESI registration should submit an affidavit on judicial stamp paper for the same.

- 1.2 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 MSE 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.8770/- 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.**

1. 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. But the Bid can only be submitted after uploading the following scanned documents –
 - a) Documentary proof of satisfying eligibility conditions as per 1.0 above.
 - b) Copy of PAN card, copy of valid Goods and Service Tax Registration Certificate Number eligible for rising GST Tax invoice to BSNL for claiming input tax Credit, CA certificate for turnover.
 - c) Demand draft/FDR/BG for the cost of tender documents and EMD/ Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD
 - d) Copy of EPF and ESI Registration
 - e) Certificate for “No near relatives are working in BSNL” as per format available in NIT document. Declaration of EW-6 / EW-8, Relative Certificate & Undertaking -I by contractors. (As per draft on page no.19 & 20).
 - f) Tender cost and Earnest money deposit declaration in case of online submission of EMD/Tender Cost as per Annexure-II.
 4. a) The intending bidder must read the terms and conditions of tender documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 - 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 (Elect.), BSNL Electrical Division top Floor Block no.35 Kasumpti Shimla Before or within 5 days of bid submission end date. failing which the tender will be rejected.
 - c) 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 submitted along with hard copies of other documents as above.
 - d) Any other document in addition to EMD and Tender Cost can be demanded by the tender opening authority of any participating bidder during the time after submission of technical bid and before opening of financial bid. The contractor is bound to produce the originals/attested copies of the documents on demand for verification at the date & time of opening mentioned by the tender opening authority. If the agency fails to do so their tender shall be rejected, and a financial bid shall not be opened.
 - (e) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Cost of Bid Document and other documents uploaded are found in order as per NIT.
- The intending Tenderer must read the terms and conditions of tender document, BSNL EW-6 & EW-8 carefully which can be accessed from web site www.etenders.gov.in or

www.hp.bsnl.co.in. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

5. The intending bidders must have a valid digital signature to submit e-Tender.
6. The e-Tender will be submitted online in two Electronic Envelope systems. Electronic Envelope No-I: - Eligibility documents— & Technical Bid (e-Tender). Electronic Envelope No-II: - Price Bid.—
7. Tender Cost, EMD & other documents are required to be submitted Online/offline in the o/o The Executive Engineer (E), BSNL Electrical Division-II, Top Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009 Email: xenbsnlsml1@gmail.com up to the Last date and time of submission of EMD, Tender Cost & Other documents. (For details refer EW-06)
8. On Line e-Tender can only be submitted after uploading following valid scanned documents (i.e. e-Envelope-I) related to eligibility conditions as per point no-1 above up to Last date and time of online submission/ uploading of E-tender.
 - a) Documentary proof of satisfying eligibility conditions as per 1.1 above.
 - b) Copy of PAN card, copy of valid Goods and Service Tax Registration Certificate Number eligible for raising GST Tax invoice to BSNL for claiming input tax credit, CA certificate for turnover.
 - c) Demand draft of cost of tender documents.
 - d) EMD in prescribed form.
 - e) Copy of EPF and ESI Registration (If applicable)
 - f) Certificate for “No near relatives are working in BSNL” as per format available in NIT document.

9. Validity of tender shall be for 90 days from the date of opening of tender.

10. The bidding process will be accepted only through GEM Portal. As tenders are invited through GEM Portal, physical copy of the tender document would not be available for sale. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the GEM portal.

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

No. /EE/E/BSNL/ED/SML/2022-23/ --- Dated-

Copy for information and wide publicity to: -

- 1) Web site www.etenders.gov.in or www.hp.bsnl.co.in
- 2) The Chief Engineer (Civil – North/South), New Shimla.
- 3) The EE(E) BSNL ED - Shimla/Dharamshala/Sundernagar.
- 4) Vigilance Officer, O/o CGMT, Shimla.
- 5) The SDE (EP) in division office.
- 6) Notice Board then NIT File.
- 7) Contractors. Executive Engineer (E)

Executive Engineer (E)
BSNL Electrical Division
Shimla

NOTICE INVITING TENDER

EW-6

BHARAT SANCHAR NIGAM LIMITED.

(A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING TENDER (EW-6)**No:- 23/EE/E/BSNL/ED/SML/NIT/2023-24****DATED:- 23.08.2023**

- 1.0 The Executive Engineer (E), BSNL Electrical Division-II, Top Floor, Block no. 35, SDA Complex, Kasumpti, Shimla-171009 Email: xenbsnsm1@gmail.com invites Digitally online item rate Etenders in two bid system on behalf of BSNL for the following work (s):-

(a)	NAME OF WORK: Hiring of Hard top diesel vehicle for the departmental use for Chief Engineer (E) BSNL EZ- Chandigarh.	
(b)	ESTIMATED COST: - 438480/-	
(c)	EMD: - 8770/-	
(d)	COST OF TENDER DOCUMENT: - Rs. 590/= inclusive of GST@18%.	
(e)	TIME FOR COMPLETION: - Twelve month	
(f)	Last date and time of submission of online tender documents:	01.09.2023 (Up to 18.00 hrs)
(g)	Period during which EMD, Cost of Bid, e-tender processing fee receipt and other documents shall be submitted in hard copies	Up to 12.00hrs. dated 23.05.2023 All documents shall be submitted by dropping in the box available in office of Executive Engineer (E).
(h)	Time and date of opening of Hardcopies submitted as above at (g)	23.05.2023 at 12:30 hours
(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

The Firms who fulfill the following requirements shall be eligible to bid.

1.2. ELIGIBILITY CRITERIA:-

1.1 The bidder should have at least One year experience of satisfactory performance in similar services preferably with Government/Public Sector or reputed Private Ltd. Companies /Private Firms in last three years. The experience certificate of the same shall be issued by the officer not below the rank of Executive Engineer.

1.1.1 Average annual turnover during the last three years ending 31st march of the previous financial year should be at least 30% of the estimated cost put to tender.

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Note:- Contractor should be registered with Goods and service tax Deptt. and should further have EPF and ESI registration certificates from appropriate Govt. authorities. The agencies who claim to be exempted from EPF/ESI registration should submit an affidavit on judicial stamp paper for the same.

- 1.2 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 MSE 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.

(iii) **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: -

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 - e) Account type: - Current.
 - f) IFSC Code: - UBIN0905755
 - g) Bank Branch: - Union Bank of India, SDA Complex Kasumpti Shimla -171009
- (iv) **E-tender processing fee** – This is to be paid through online mode only at www.etenders.gov.in (if applicable)
EMD: -Rs.8770/- 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.**

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- a) Documentary proof of satisfying eligibility conditions as per 1.0 above.
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 - e) Certificate for “No near relatives are working in BSNL” as per format available in NIT document. Declaration of EW-6 / EW-8, Relative Certificate & Undertaking -I by contractors. (As per draft on page no.19 & 20).
 - f) Tender cost and Earnest money deposit declaration in case of online submission of EMD/Tender Cost as per Annexure-II.
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- 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 (Elect.), BSNL Electrical Division top Floor Block no.35 Kasumpti Shimla Before or within 5 days of bid submission end date. failing which the tender will be rejected.
- c) 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 submitted along with hard copies of other documents as above.
- d) Any other document in addition to EMD and Tender Cost can be demanded by the tender opening authority of any participating bidder during the time after submission of technical bid and before opening of financial bid. The contractor is bound to produce the originals/attested copies of the documents on demand for verification at the date & time of opening mentioned by the tender opening authority. If the agency fails to do so their tender shall be rejected, and financial bid shall not be opened.
- (e) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Cost of Bid Document and other documents uploaded are found in order as per NIT.

The intending Tenderer must read the terms and conditions of tender document, BSNL EW-6 & EW-8 carefully which can be accessed from web site www.etenders.gov.in or www.hp.bsnl.co.in. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

5. The intending bidders must have valid digital signature to submit e-Tender.

6. The e-Tender will be submitted online in two Electronic Envelope systems. Electronic Envelope No-I: - Eligibility documents— & Technical Bid (e-Tender). Electronic Envelope No-II: - Price Bid.—

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8. On Line e-Tender can only be submitted after uploading following valid scanned documents (i.e. e-Envelope-I) related to eligibility conditions as per point no-1 above up to Last date and time of online submission/ uploading of E-tender.

g) Documentary proof of satisfying eligibility conditions as per 1.1 above.

h) Copy of PAN card, copy of valid Goods and Service Tax Registration Certificate Number eligible for raising GST Tax invoice to BSNL for claiming input tax credit, CA certificate for turnover.

i) Demand draft of cost of tender documents.

j) EMD in prescribed form.

k) Copy of EPF and ESI Registration (If applicable)

l) Certificate for “No near relatives are working in BSNL” as per format available in NIT document.

08 i) **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of CDR/FDR/DD or Bank guarantee (of a nationalized / Scheduled Bank in a standard format **Annexure-III**) in favor of “**AO (EF), O/o CGMT HP Circle Shimla**” within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up to a maximum period of 2 weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

ii) **Security deposit:** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.

09 The acceptance of a tender will rest with the Superintending Engineer (E) BSNL Electrical Circle Shimla who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.**

10 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

11. The BSNL reserves itself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

12. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractor’s service.

13. The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same

- work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
14. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders.
If any tenderer withdraws his tender before the above said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely and further he will not be allowed to participate in tender for the same work on further calls. .
 15. **Extension of validity:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderer to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
 16. The contractor should read the tender documents carefully before submitting the tender.
 17. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
 18. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
 - a. The Notice Inviting Tender, all the documents including additional conditions, specifications, and drawings if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b. Standard form.
 19. The documents sent through post/ courier shall not be entertained.
 20. Contractor should be registered with Goods and service tax Deptt. and should further have EPF and ESI registration certificates from appropriate Govt. authorities.
The agencies who claim to be exempted from ESI registration should submit an affidavit on judicial stamp paper for the same.
 21. The near relatives of any BSNL Employee either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL
 - i. 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 manners as father, mother, son(s) & son's wife (daughter in law), Daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother in law).

The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is/are posted. The Unit is defined as SSA/Circle/Chief Engineer/Chief Archt/Corporate Office for non-executive employees and all SSA in a Circle including Circle Office/Chief Eng./Chief Archt/Corporate office for executive employees (including those called as Gazetted Officers at present). The tenderer should give a certificate (Annexure-II) that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. 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 company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/Security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit

22. **Termination of contract on death of contractor:-** Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
23. **Termination of contract in case of any default:-** In case of any default by the service provider and any contravention of any of the terms & conditions of contract (whether general or special) BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract in whole or in part by giving 15 clear working days notice in writing to the service provider.
24. **Indulging of contractor in criminal/anti social activities and cases under investigation/ charge sheeted by CBI or any Govt. Agencies etc:-** If the CBI/ Independent External Monitor (IEM)/ Income Tax/GST/ Custom Departments recommends such a course – Action will be taken as per the directions of CBI or concerned department

EXECUTIVE ENGINEER (E)

Vendor Contract Clauses		
S.No.	Contractual Clause	Clause description
1	Definition	The term " GST Act" shall include Central Goods and Service Tax Act 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST) Integrated Goods and Service Tax Act, 2017 (IGST) Union Territory Goods and Service Tax Act 2017 (UTGST), Rules and any other GST related legislation in India.
2	Definition	For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax, Act 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST) Integrated Goods and Service Tax Act, 2017 (IGST) Union Territory Goods and Service Tax Act 2017 (UTGST), and any other taxes levied under the GST related legislation in India, as may be applicable.
3	Eligibility	For the purpose of this agreement, the Vendor should: <ol style="list-style-type: none"> 1. Have a valid PAN No. 2. Have a valid Goods and Service Tax Registration Certificate Number Eligible for rising GST Tax invoice to BSNL for claiming input tax credit 3. File a self-declaration along with the evidence that the Vendor is not black listed by GST authorities. 4. Intimate all GST registration number to BSNL, where Vendor holds multiple GST numbers.
4	Tax Clause	All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices shall be borne by the Vendor.
5	Indemnity	<p>It is the responsibility of the Vendor to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal.</p> <p>In case of mismatch because of vendor's fault, prompt amendments must be made by the Vendor else Vendor shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliance to be adhered by Vendor includes (but is not limited to) the following:</p> <ol style="list-style-type: none"> (i) Uploading appropriate invoice details on the GSTN (Goods and Services Tax Network) within the stipulated time: (ii) Issuing GST compliant invoice/CN/DN. PO issued by BSNL should be referred by Vendor for capturing information on the invoice: (iii) Acceptance of changes made by BSNL on GSTN on account of non upload or incorrect upload of details on GSTN. Such changes w.r.t the mis-match are required to be accepted by Vendor within the time limit prescribed under the GST law. It must be noted that in case Vendor does not accept such changes within the time limit prescribed under GST law the loss of input tax credit(it any) would be recovered from the Vendor. <p>BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the Vendor in case BSNL is unable to claim the input tax credit for any non-</p>

		compliance or default or due to lack of diligence on the part of the Vendor. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments
6	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/or cess liability, interest, penalties or any other tax/ duty/ amount/ charge /liability/ professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the Vendor to comply with the relevant laws/regulations applicable in India or overseas. Vendor undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.
7	Tax deducted at source	Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, or under any law or any regulation
8	GST Invoice	<p>It shall be the responsibility of Vendor to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance/ default in raising appropriate invoice by Vendor. Further all invoices should be sent to BSNL promptly.</p> <p>Further the Vendor is required to comply following requirements w.r.t issuance of invoice:</p> <ul style="list-style-type: none"> •All the details of Vendor(name, address, GSTIN No,) and other mandatory details shall be mentioned on the invoice: •Invoice/DN/CN need to be issued timely within the time prescribed under GST law: •In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the Vendor to issue credit note and take tax adjustment: <ul style="list-style-type: none"> •It would be the responsibility of the Vendor to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case the eligibility of input tax credit is questioned or denied to BSNL on account of default by the Vendor, the same would be recovered by BSNL from the Vendor •Registered location of both the parties ie. BSNL and Vendor should be mentioned in the agreement with GSTIN No. Further, Vendor should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise: •It shall be the responsibility of Vendor to raise invoice within the prescribed timelines: •E-way bill number should be mentioned on the invoices.
9	Debit Note	The Vendor acknowledges and agrees to issue appropriate

		<p>debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit. Further it shall be the responsibility of Vendor to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>BSNL reserves the right to be indemnified for the credit loss by Vendor in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Vendor</p>
10	Payment Terms	<p>BSNL will make payment to Vendor only after the invoice is uploaded by Vendor in GST outward return i.e.GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the Vendor to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> 1. Invoice along with e-way bills. 2. Delivery challans (Wherever applicable) 3. Consignee Receipt(L R) (Wherever applicable) 4. Bill of materials. 5. Any other document as may be demanded by BSNL.
11	Payments Terms	<p>Vendor hereby agrees that they will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charges / liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas</p>
12	Purchase order	<p>It is understood between the parties that Vendor raise invoice based on purchase order issued by BSNL. In case of any deviation or disagreement by Vendor on place of supply, billing location, HSN code/ SAC code stated on PO it shall be the responsibility of Vendor to intimate BSNL well in advance.</p> <p>Further, in case Vendor raises the invoice on an address other than agreed, it shall be the responsibility of the Vendor to modify the invoice</p>
13	Place of Supply	<p>For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of Vendor to intimate BSNL well in advance in case of deviation/ disagreement with the place of supply as determined in PO</p>
14	Deficient supply/ Incomplete supply/ Rejected	<p>Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected Vendor, it shall be the responsibility of Vendor to issue GST compliance credit not within the reasonable time and take tax adjustment. In case the Vendor fails to issue proper credit</p>

	supply	note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the Vendor.
15	Compliance rating	Vendor shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Vendor shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement. In the event of black listing of Vendor i.e compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Vendor only on receipt of input tax credit to BSNL
16	E-way bill	It shall be the responsibility of Vendor to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Vendor would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the Vendor to comply with the e-way bill requirement.
17	Penalty	It is agreed by Vendor that in case of any deviation, default or negligence on the part of Vendor due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from Vendor along with applicable GST tax (as may be applicable)
18	Liquidated Damages	GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by Vendor
19	Set off	It is agreed that in case of set off of the security deposit against any claim of the purchase of BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the Vendor with the purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the Vendor.
20	Miscellaneous	1. Vendor agrees to share the monthly information with BSNL which would be uploaded by the Vendor in its GSTR-1 along with the information of input credit to be claimed by BSNL in such month. 2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year

The details of BSNL Shimla GSTN Registration are as follows:-

BHARAT SANCHAR NIGAM LIMITED

Tender for the work of: -: **Provision of Hard top diesel vehicle for the office use for Chief Engineer (E) BSNL EZ- Chandigarh.**

UNDERTAKING

I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of

contract, clauses of contract , Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs..... is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalized/Scheduled Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, absolute EMD will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of PG with reference to LOI amount or absolute performance guaranty and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.

I/we agree to furnish to BSNL Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

I/we here by agree to sign the:-

“The original documents consisting of schedule and specification, important note to contractor, special conditions of contract etc as per original tender documents (applicable for bid received on web).”

Latest EW -6 and 8 form shall form part of the agreement.

(The standard EW-8 form can be downloaded from http://electrical.bsnl.co.in/BSNL_EW-8.pdf for reference)

Dated _____
Seal of Contractor

Signature of Witness:
(required in the case of contractor’s thumb impression
is given by the contractor in place of signature)

Name of Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder)
is accepted by me for and on behalf of BSNL for a sum of
Rs.....

(Rupee.....
.....)

The letters referred to below shall form part of this contract Agreement.

- a)
- b)

Dated:.....

For & on behalf of BSNL
Signature
Designation

Annexure – I

MODEL FORM OF BANK GUARANTEE

BANK GUARANTEE BOND FOR EMD FOR:-.....

Whereas _____ (hereinafter called “The Contractor(s) has submitted
its Tender _____ dated _____ for _____ (Name of
work) _____ KNOW ALL MEN by these Presents
that we _____ OF _____ having our
registered office at _____ (hereinafter called “THE BANK”)
are bound unto

_____ (hereinafter called “THE GOVERNMENT”) in the sum of _____ for which payment will and truly to be made of the said Government, the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation is:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the Government during the period of Tender validity.
 - (a) Fails or refuses to execute the contract.
 - (b) Fails or refuses to furnish Security Deposit in accordance with the condition of the Tender document. We undertake to pay to the Government upto the above amount upon receipt of its first written demand, without the Government having to substantiate its demand, provided that in its demand, the Government will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Tender document upto and including thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the Witness
of the Bank

Signature

Name of Witness

Address of Witness

ANNEXURE – II

CERTIFICATE REGARDING PARTICIPATION OF NEAR RELATIVES OF THE BSNL EMPLOYEES

I _____ S/o _____ Sh. _____
 _____ Resident of _____
 _____ hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL units as per details given in tender document. In case at any stage, it is found that the information

given by me is false/ incorrect, BSNL shall have to absolute right to take any action as deemed fit/without any prior intimation to me.

Dated :

Signature(s)

Company Name & Seal

Type of Company

Annexure

Form of performance guarantee/ bank guarantee bond

[Reference para 20.1(2)]

In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having offered to accept the terms and conditions of the proposed agreement between..... and..... (hereinafter called" the said contractor(s)" for the work (hereinafter called" the said agreement"} having agreed to production of an irrevocable bank Guarantee for Rs..... (Rupees..... only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the bank).
Pay to the BSNL an amount not exceeding Rs..... (Rupees: -only) on demand by the BSNL.
2. We do hereby undertake to pay to the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees: - only).
3. We, the said bank, further undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. We..... further agree that the guarantee herein contained shall (indicate the name of the bank) remain in full force and effect during the period that would be taken from the performance of the said agreement, and it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer - In – Charge, on behalf of the BSNL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
We. further agree with the BSNL that the Government (indicate the name of the bank) shall have the fullest liberty without our consent, and without effecting any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time to performance by the said contractor (s), from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) , and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank of the contractor (s)
7. We..... lastly undertake not to revoke the Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the BSNL. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantees all our liabilities under this Guarantee shall stand discharged.

Dated the day of For

(Indicate the name of the Bank)

SECTION-II
SCOPE OF WORK

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

Monthly KM Slab:

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

Monthly Hire slab	QUANTITY OF HARD TOP DIESEL VEHICLE
1200 KMs / month	1

The Tables shown above is only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rates quoted in the schedule of work.

1. **SECTION-III**
SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided is supply on demand vehicles with licensed drivers, registered as commercial vehicles running within the jurisdiction of Chandigarh, Punjab, Haryana, Himachal Pradesh, J&K, Leh, Ladakh and Delhi**
2. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
3. Registration of vehicle should be current, valid, and genuine.
4. Vehicle shall always have pollution control certificate during the contract period.
5. The contractor shall produce all the important documents in original when asked to do so. These documents include Registration papers, Insurance policies, Driving Licenses

and road/Transport permit at least for Chandigarh, Punjab, Haryana, Himachal Pradesh, J&K, Leh, Ladakh and Delhi.

6. The contractor shall comply with all relevant rules and regulations of Motor Vehicle Act of all the central/state governments applicable at present and may be enforced from time to time.
7. Quantity of Vehicles to be provided are shown in the Scope of Work. However, BSNL shall place the order only as per the actual requirement from time to time.
8. Notice period for supply of vehicles shall be 30 minutes in advance. Telephonic intimation shall be considered as notice.
9. **Reporting Place for vehicles is within the jurisdiction of Chandigarh (UT). Actual place of reporting shall be specified by users of vehicles.**
10. Counting of Distance will be from the pickup point of the user and closing at the point wherever user completes his/her travel.
11. Accuracy of Meters can be checked by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.

12. Miscellaneous Conditions: - Service Provider should comply with the following:

- (i) Telephones- one land line Telephone & two mobile nos., where requisition of vehicles can be conveyed all the 24 hrs. must be provided by the service provider immediately after of work to the tender accepting authority / actual user of the vehicle.
- (ii) Identity Cards- Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
- (iii) Documents of vehicles- The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should always be available with the driver of the vehicle.
- (iv) Uniforms- provide his employees uniforms as required under the RTA, Chandigarh/HP rules which shall be worn by them all the time while on duty.
- (v) Statutory Requirements- It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, before signing of the agreement.
- (vi) Valid proof of payment of Govt. Tax/Levy/Duty etc. shall always be available with the vendor during entire currency of contract for plying the vehicles in the geographical area of Chandigarh, Punjab, Haryana, Himachal Pradesh, Leh, Ladakh and Delhi and the same will be borne by the Service Provider.
- (vii) Parking / Toll Charges, if any, may be claimed by Producing valid parking/Toll slips.
- (viii) No other charges such as detention will be permitted. Rates to be quoted for specified Km run.
- (ix) No halting charges will be paid on the local station. Normally Sunday will be holiday However the vehicle can be called on Sunday and nothing extra shall be paid on this account.
- (x) Consumables like lubricants, tires, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (xi) Assign driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xii) Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (Annexure -6) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xiii) **Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. During snowfall periods the vehicle having sufficient ground clearance and vehicles which are suitable for smooth operation on the roads covered with snow in emergency conditions shall also have to be supplied by the firm without any extra cost. A small umbrella and torch shall always be available in the hired vehicle.**

(xiv) **The Vehicle may be required to run for more or less than 1200 Kms. in a month depending upon the requirement of BSNL. No claim of the agency for payment of 1200 Kms shall be entertained in case vehicle run for less than 1200 Kms in a month. The payment shall be made only for actual run of the vehicle in a calendar month.**

13. Debarring Conditions: -

- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

14. BSNL will not have obligation:-

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

15. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle, a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) In case of non-availability of vehicles for any particular time a penalty of Rs.500/- on each occasion shall be imposed OR the recovery of actual taxi hiring charges during that period shall be (The penalty whichever is higher of the two shall be imposed)
- (iii) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of **Superintending Engineer (E)** would be final.
- (iv) **No payment will be made for vehicles supplied by the Service Provider older than Model of three years from the date of issue of the NIT.**
- (v) The service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (ii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
- (vi) **The service provider shall provide the vehicle capable to run in all hilly, snow prone areas, difficult terrains area of Himachal Pradesh and J&K or in any other state as per requirement of BSNL without any extra cost.**
- (vii) The notice for requirement of vehicle shall be valid through SMS or WhatsApp by any of the BSNL representative.
- (viii) The overtime shall be counted after the duty hours of 10 continuous duty hours. The night stay shall only be counted when the driver stays throughout the night at station after break in journey.

- (ix) The service provider shall raise his invoice for bills to EE(E) Shimla-II and he will pass and process the bill for payment from Himachal Pradesh Circle of BSNL.
- (x) Duty hours of vehicles are normally for ten hours from 9 AM to 7 PM on all working days except Holidays. However actual duty hours / day shall be specified by the actual user of the vehicle.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

21. Prices:

21.1 The rates should be on monthly basis. The KM slabs for monthly requirement is shown in **Scope of Work in Section-II.**

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

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

21.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

22. Price Revision:

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

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

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of opening of Tender. The Average KMPL is to be assumed as 12 Kms in case of AC cars and 18 Kms in case of Non-AC Cars in both Petrol & Diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

22.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract. In case of minimum average run per litre of fuel (i.e Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

22.3 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

22.4 The vehicle must run on Diesel/LPG/CNG approved as per govt. specifications.

Note:- Vehicles working on Illegal LPG/CNG kit are not to be engaged by the contractor. In case any vehicle at any stage found to be running on illegal LPG/CNG kit, a penalty of Rs. 600.00 per day per vehicle will be imposed and the same will be deducted from the contractor bills/security deposit.

23. Miscellaneous Conditions:

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

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

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

24. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

25. Arbitration:

25.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Office of Chief Engineer (E) BSNL Electrical Zone Chandigarh or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chief Engineer (E) BSNL Electrical Zone Chandigarh or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief Engineer (E) BSNL Electrical Zone Chandigarh of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

25.2 The venue of Arbitration proceeding shall be Office of Office of Chief Engineer (E) BSNL Electrical Zone Chandigarh or such other place as the arbitrator may decide.

25.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

26. Set Off (Recovery of Sum Due):

26.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

26.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

27. Payment terms:- Monthly bills in respect of vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with complete duty slips duly signed by the user by the 5th of the following month /quarter as the case may be shall be produced along with the bills for payment. The following documents must be attached with the bills:-

- 1) Wages paid receipts of previous month.
- 2) EPF/ESI challan for the previous month.

The payment shall be made to the vendor as per availability of funds in BSNL.

28. The Logbook shall be maintained in the prescribed format for each vehicle and it should be attested by the controlling officer / user.

Name of Work:- Hiring of Hard top diesel vehicle for departmental use for Chief Engineer (E) BSNL EZ- Chandigarh					
S.No.	Description of Item	Qty	Rate Per month (i/c GST 5%)	Unit	Amount
1	Hiring of Diesel Vehicle with hard top for departmental use including cost of fuel, driver wages and all other taxes complete except GST as applicable which shall be payable extra. (For 1200 Kms.)	12		Month	
	Total rate for 12 Months (A)				
2	(Non-schedule works)				
a)	Hiring of Diesel Vehicle with hard top for departmental use to meet peak operational demand including cost of fuel, driver wages and other taxes complete as reqd (Honda city /Innova or equivalent)	10 vehicle days	5000	per vehicle per day	

Note: -

1. For Extra Km:- Fixed charges of @Rs. 10/- per KM. (Except Honda city/Innova or equivalent).
2. Outstation Night charges (Rs. /Halt):- Rs. 200/- per Night (Fixed)
3. No Cancellation Charges, no peak price etc. shall be allowed. The vehicle may also be required during Night hours and nothing extra shall be paid on this account
4. Overtime wages per Hour Rs. 100/- (Fixed)

IMPORTANT NOTE :- 1) Rates quoted by the agency should be inclusive of GST/any other taxes applicable. Nothing extra will be paid on this account.

SUB: Provision of Hard top diesel vehicle for the office use for Chief Engineer (E) BSNL EZ- Chandigarh

Tender No. /EE(E)/BSNL/SML/NIT/2022-23

Dated :

TECHNICAL BID

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

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of(please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	GST Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Private Firms. : _____ Years	

DATE

SEAL

SIGNATURE

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Note: Use additional sheets if required

Declaration:

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

ANNEXURE-2B

DECLARATION
(as per clause 1.2 of Section IV)

I/We _____ hereby declare that I/We shall provide commercial vehicles of model not older than three years from the date of issue of the NIT during the contract period.

Dated:

Signature with Seal

ANNEXURE-3**BID SECURITY BOND**

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

.....**KNOW ALL MEN** by these Presents that We of having our registered office at (hereafter called "the Bank") are bound untoBSNL, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

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

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

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

Signature of the Bank
Name

Signature of Witness
Name of Witness
Address of Witness

Tel. No. of Branch
Fax No. of Branch

Signed in Capacity of
Full Address of Branch

PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Ltd., O/o EE (E) BSNL Electrical Division Chandigarh (here in after called the BSNL, Chandigarh) having agreed to exempt

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

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

Dated : _____

For _____
(Indicating the name of the bank)

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

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

To

The

Bharat Sanchar Nigam Ltd.

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

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

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

I.

II.

Alternate Representative

Signature of bidder

Or

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

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

(Print Name of the company & address)

Sl. No.....

Date.....

(to be filled by contractor)

- 1. Regn. No of Vehicle :.....
- 2. Model & Year

(to be filled by user)

- 1. Total KMs Run
- 2. Total Time in minutes from Pick up time to Drop Time
- 3. Charges for Parking/Toll Tax etc.....

Driver's Name & Signature

Signature of BSNL Officer

This agreement is made on this _____ day of 2015 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001. through the office of Executive Engineer (E) BSNL Electrical Division Chandigarh. The Service Provider will provide Commercial vehicles as and when required for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

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

1. The Service Provider shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of Goods and service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official order form appendix-III (herein after called order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the Controlling Officer of concerned section of Circle Office, BSNL, Chandigarh on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the pickup point to the

drop point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

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

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (15)(i) of Section III of Bid Document i.e. if the number of breakdowns exceeds three times in a month, a penalty of Rs.300/- per breakdown shall be imposed.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the Plan-1(Appendix-1). The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion as per Section-III, clause-15(iii) of bid document.

11.2 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever.

13. The Bid Document No **/EE(E)/BSNL/ED/SML/NIT/2022-23** dated : schedules annexure/appendix which we annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.

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

15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

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

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

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and clause (13) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

22. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Office of Executive Engineer (E) BSNL Electrical Division Chandigarh or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Executive Engineer (E) BSNL Electrical Division Chandigarh or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, Chief Engineer (E) BSNL Electrical Zone Chandigarh of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of Chief Engineer (E) BSNL Electrical Division Chandigarh of BSNL or such other place as the arbitrator may decide.

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

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

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

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

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

% EE(E) BSNL Electrical Division Chandigarh

Bharat Sanchar Nigam Limited

TE Bldg, Sector-37-D, Chandigarh

Phone No..0172-2626324

Fax No. 0172-2626325

Further, the said notice shall be deemed to have been validly given on

(i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed _____

Signed _____

For and on behalf of the BSNL
Executive Engineer (E)
BSNL Electrical Division
Sector-37-D, Chandigarh

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

Date _____

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

Appendix-III

B. S. N. L.
[A Government of India Enterprise]

Order
(only by specified authority)

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

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

Order details

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

Name of Hiring unit _____

Name of SSA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

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

Any other details _____

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)----- S/O -----residing at----- on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----and duly authorised to sign, file and verify present undertaking by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at ----- hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S BSNL invited bids for ----- I/We participated in the bidding process and emerged as successful bidder with respect to Tender No.----- I/ We ----- acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

- (1) I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.
- (ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

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

OR

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

OR

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

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

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

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS : 1.

2.