



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BSNL BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Karimnagar Telecom District- TELANGANA CIRCLE.

E - TENDER FOR

**Hiring of Light Commercial Vehicles (TATA SUMO and BOLERO / BOLERO CAMPER(Non A/C) in
KARIMNAGAR SSA**

No: GMTD-KAA/GENL/E-Tender/Hired LCVs/2019-20/1 dtd at KAA the 24-09-2019

Downloading the Tender Document : From 11:00 Hrs of 26-10-2019

To 11:00 Hrs of 18-11-2019

Last Date & Time for submission of Bids: 13:00 Hrs of 18-11-2019

Date & Time for Online Opening of Bids: 15:00 Hrs of 18-11-2019

O/o the General Manager, Karimnagar Telecom District, Karimnagar - 505 001.

Bid Service Fees: Rs. 1177/- (In Words Rs. ONE THOUSAND ONE HUNDRED AND SEVENTY SEVEN)

Bid Submission Fee: Rs. 590/- (In Words Rs. Five hundred and ninety only)

FOR FURTHER DETAILS KINDLY VISIT OUR WEB SITE: www.telangana.bsnl.co.in

OR eProcurement Portal : <https://bsnl.etenders.in>

Phone : 0878-2242000

Fax : 0878-2231666

TABLE OF CONTENTS

SECTION	T I T L E	PAGE No.
I A	Notice Inviting Tender	3-4
I B	E-Tender/General instructions to the bidder	5-13
II	Scope of work.	14
III	Service Providers Obligations & General(Commercial) conditions	15-16
IV	Special commercial conditions	17-20
V	(Financial Bid)	21
VI	INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (ePS)	22-24
Annexure-1A	Bidders Profile	25
Annexure-1B	Statement of vehicles Owned by the Bidder	26
Annexure-2	Price declaration	27
Annexure-3	Performance Security Bond	28
Annexure-4	Letter of Authorization for attending bid Opening	29
Annexure-5	Certificate on Non-Participation of Near Relatives	30
Annexure-6	Clause by clause compliance acceptance	31
Appendix-I.	Agreement for Vehicle Hire.	32-35
Appendix-II	List of Authorities.	36
Appendix-III	Hire Order	37
Appendix-IV	Undertaking.	38-39
Appendix-V	Format of Duty slip	40

SECTION-IA

Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

NOTICE INVITING TENDER

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, Tenders are invited through **E - tendering process** by the General Manager, Telecom District, BSNL, Karimnagar – 505 001 for Hiring of Light Commercial Vehicles from prospective Service Providers having minimum (3) vehicles (of not older than 2014) model for each category of vehicles quoted by the bidders i.e., **Approx 6 numbers i.e., TATA SUMO /MAHINDRA / BOLERO/ BOLERO CAMPER Models not older than 2014 on Monthly basis** (Non A/C) and hold a valid certificate of two years before the date of NIT from a competent authority of any PSU/Central/State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least (3) Petrol/ Diesel driven commercial vehicles not older than 2014 models such as TATA SUMO and BOLERO / BOLERO CAMPER with Non A/C and estimated cost of the tender is Rs. **30,00,000/-**.
2. Bidder Eligibility:
 - 2.1 The bidder should have at least two year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.
 - 2.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxi's not less than 3 vehicles for category A of vehicles to be quoted by the bidders i.e., with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than 2014 year model. . The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not **older than 2014 (year)** shall be provided alongwith proof of RCs and lease deeds.
3. **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website www.telangana.bsnl.co.in. The tender document for participating in E-tender shall be available at <https://bsnl.etenders.in> from **11:00 Hrs of 26-10-2019 to 11:00 Hrs of 18-11-2019 Schedule to the invitation of Tender**

Bidders must register on the e-tender portal (at <https://bsnl.etenders.in>) if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

Note 2 : BSNL, Karimnagar telecom district, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold and tender forms will not be sent by post.

Note 3: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

4. Place of opening of e - Tender bids:

BSNL has adopted e-tendering process in which Tenders will be opened online by BSNL's authorized officials on eProcurement Portal <https://bsnl.etenders.in>

However, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at DGM (OP), 1st Floor, BSNL, Opp. DM&HO, Karimnagar, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

5. Tender bids received after due time & date will not be accepted.

6. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
7. The GMTD, BSNL, KARIMNAGAR reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest bid. GMTD,BSNL, KARIMNAGAR also reserves the right to select one or more contractors.
8. The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on e-tender Portal <https://bsnl.etenders.in>
9. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note:- 1) All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration, etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

2) All computer generated documents should be duly attested/signed by the issuing organization and same has to be uploaded online under digital signature.

Cost of the Bid Document	Rs. 590/- (Rupees Five Hundred ninty only) A Non Refundable DD from any Nationalized Bank for requisite amount of Rs. 590/- has to be drawn in favor of "AO(Cash), O/o General Manager Telecom District, BSNL, Karimnagar" Payable at Karimnagar should be submitted at the time of opening of bids.
Bid Security / EMD	Rs. 10,000/- per each vehicle
Bid submission Fees	The intending bidders are required to make bid submission fee of Rs. 1177/- (In words Rs. One thousand one hundred and seventy seven only) against the service fee payable to our eProcurement Service Provider, which is non-refundable.
Downloading the Tender Document	From 11:00 Hrs of 26-10-2019 to 11:00 Hrs of 18-11-2019.
Last Date & Time for submission of Bids	13:00 hrs of 18-11-2019.
Date & Time for Online Opening of Bids	15:00 hrs of 18-11-2019.
Place	DGM(OP), 1st Floor, O/o General Manager Telecom District, BSNL, Karimnagar – 505 001
Bidders Eligibility	Registered Indian companies or firms or proprietorship firms or Individuals with minimum Two years of experience in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms
Type of the bid	Two stage bid comprising (i) Technical Bid and (ii) Financial Bid. Full details are provided in clause
Documents comprising Technical bid	Please refer to Clause 2.6.1.1
Documents comprising Financial bid	Please refer to Clause 2.6.1.2

Sd/-
Deputy General Manager (OP),
O/o General Manager TD BSNL,
1st Floor, Opp: DM & HO office, Behind Bus Stand, Karimnagar – 505 001.
dgmopkaa@gmail.com Ph : 0878-2242000

SECTION-IB
General instructions to the bidder

1. INTRODUCTION

DEFINITIONS:

- 1.1.1. **"The Purchaser"** means the General Manager Telecom District, BSNL, Karimnagar, AP Telecom Circle, acting on behalf of CMD BSNL.
- 1.1.2. **"The Bidder"** means the individual company or firm who participates in this tender and submits its bid.
- 1.1.3. **"The Supplier/Contractor"** means the individual or firm installing/repairing the goods under the contract.
- 1.1.4. **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to repair to the Purchaser under the contract.
- 1.1.5. **"The Advance Purchaser Order"** means the intention of Purchaser to place the Purchase Order on the bidder.
- 1.1.6. **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- 1.1.7. **"The Work Order"** means the order issued by the designated officer placed by the Purchaser on the Supplier by reference therein. The Work order shall be deemed as "Contract" appearing in the document, signed by the Purchaser including all attachments and appendices thereto and all documents incorporated.
- 1.1.8. **"The Contract Price"** means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.

1.2. ELIGIBLE BIDDERS :

- 1.2.1. The bidder should have at least two year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.
- 1.2.2. The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxi's not less than 3 vehicles for category A of vehicles to be quoted by the bidders i.e., with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than 2014 year model. . The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not **older than 2014 (year)** shall be provided alongwith proof of RCs and lease deeds.
- 1.2.3. **Documentation proof of experience which should include certificate issued by the concerned thereof should be submitted along with the Technical bid.**

1.3. COST OF BIDDING :

- 1.3.2. The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. THE BID DOCUMENTS

2.2. BID DOCUMENTS :

2.1.1 The goods/service required to be supplied; bidding procedures and contract terms are prescribed in the Bid Documents.

2.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

2.3. CLARIFICATION OF BID DOCUMENTS :

2.2.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation for Bids.

2.4. AMENDMENT OF BID DOCUMENTS :

At any time, prior to the date for submission of bids, the Purchaser may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. The amendments shall be notified in <https://bsnl.etenders.in> website only and these amendments will be binding on them. The bidder shall also indicate their email ID / Fax Nos. on the bid form submitted by them. The bidder is supposed to check the website for amendments or any other information till the opening of the bid.

2.4.2. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably. However the prospective bidders shall not claim this facility as a right on any account.

2.5. PREPARATION OF BIDS

2.5.2. The bidder shall qualify all terms & conditions mentioned in Technical Specifications (Scope of work) in Section II and all the necessary documents conforming bidders eligibility for the quoted items should be attached.

2.4.2. Power of Attorney :

2.4.2.1 In case of power of attorney, The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by a Notary public or registered before Sub-Registrar of the state(s) concerned.

2.4.2.2 The Power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ Institution/Body corporate.

2.4.2.3. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.

2.5 BID DOCUMENTS SUBMISSION

Bid-submission shall be online on <https://bsnl.etenders.in>, however some documents mentioned in clause 2.5.2.1 are to be submitted physically offline as follows:

2.5.1 Online Submission

Sl No	Contents of 1 st Electronic Envelope	Contents of 2 nd Envelope
01	The Documents list as per Section – 2.6.1.1	Price Bid as per Section – 2.6.1.2

b. Please take care to scan documents such that the total size of documents to be uploaded

remains minimum. If required, documents may be scanned as per the standards of online tender site <https://bsnl.etenders.in>. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

- c. Utmost care may be taken to name the files / documents to be uploaded on <https://bsnl.etenders.in>.
- d. It is advised that all the documents to be submitted as mentioned in the section 2.6.1. The documents are kept scanned and converted to PDF format in a separate folder on your computer before starting on-line submission.
- e. The names and total size of each document (as per the standards of online tender site <https://bsnl.etenders.in>) may be checked before uploading.

2.5.2 Offline Submissions:

2.5.2.1 The bidder shall drop the following documents in the tender box kept in the chamber of **AGM (OP), O/o GMTD, BSNL, Karimnagar** on or before the date & time of submission of bids specified in NIT, in a properly Sealed Envelope with a PVC tape/Wax .

- i) DD drawn in favour of **“The A.O (Cash) O/o GMTD, BSNL Karimnagar”**, against payment of EMD.
- ii) DD drawn in favour of **“The A.O (Cash) O/o GMTD, BSNL Karimnagar”**, against payment of tender fee.
- iii) Or a Valid certificate for exemption of tender fees & EMD.

2.5.2.2 The bidder can also send the above offline document by registered post/courier services to the above address and the document should be received on or before the date and time as per the tender. BSNL is not responsible for any postal delays due to any other reasons. It is the sole responsibility of the tenderer that he should ensure timely submission of tender. BSNL is not responsible for any loss of document due to postal/courier services or any other reasons.

2.5.2.3 **The envelope shall bear the tender name, tender number and addressed to the AGM (OP), O/o GMTD, 2nd floor, BSNL, District, Opposite to DM & HO office, Karimnagar, Pin: 505 001. And the envelope shall indicate the name and address of the bidder.**

2.5.2.4 **Tender not submitted in above mentioned manner will be rejected and uploaded technical bid will not be opened.**

2.5.2.5 **The Bidder has to upload the Scanned copy of all above said documents in online technical Bid along with the other documents of technical bid mentioned at section 2.6.1.**

2.6.1 DOCUMENTS COMPRISING THE BID

2.6.1.1 TECHNICAL BID :

The Technical bid prepared by the bidder shall comprise the following documents:

- 1. Experience certificate copy as per the eligibility criteria.**

2. Tender fees.
3. EMD fees in the form of DD
4. Or exemption certificate for Tender/EMD fees.
5. All pages of Tender document with filled & signed.
6. GST registration copy.
7. Bidders profile (Annexure-1A).
8. Statement of Vehicles owned by the Bidder (Annexure-1B).
9. Price declaration (Annexure-2).
10. Clause by clause compliance acceptance (Annexure-6).
11. Non-relative declaration (Annexure-5).

All the above documents are must be scanned and uploaded in online technical Bid and the uploaded documents are only taken for evaluation and for further processing.

2.6.1.2 FINANCIAL BID:

The Financial bid as per section V prepared by the bidder shall comprise the following components.

- a) The bidder should quote the items in the financial bid through online only.
- b) NO OTHER ENCLOSURES ARE ALLOWED WITH THE FINANCIAL BID.

2.6.1 BID PRICES :

- 2.6.1.1 The bidder shall quote the price inclusive of all levies, taxes transportation and insurance but excluding GST only. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.
- 2.6.1.2 The prices quoted by the bidder shall remain fixed during the 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
- 2.6.1.3 DISCOUNT, if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule of the Financial Bid. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free Installation, etc into account.

2.7 Documents Establishing Bidder's Eligibility:

- 2.7.1 The Purchaser reserves the right to call for originals of the above documents at any time during the validity of the tender.

2.8 BID SECURITY :

- 2.8.1 The bidder shall furnish as part of his bid, bid security/EMD for an amount specified in the Table-1 of NIT in the form of Demand Draft (DD) drawn in favour of **AO (CASH), O/o General Manager Telecom District, BSNL, Karimnagar Payable at Karimnagar** as mentioned in Section I of this document i.e., **Rs. 10,000/- (Ten thousand rupees for each vehicle).**

- 2.8.2** The bid security / EMD are required to protect the Purchaser against the risk of bidder's conduct. ***No interest will be payable to the bid security for the period it lies with the Purchaser.***
- 2.8.3** A bid not containing BID SECURITY/EMD as mentioned in clause 2.9.1 shall be rejected by the Purchaser as being non-responsive.
- 2.8.4** The bid security / EMD of the unsuccessful bidder(s) will be discharged / returned by the Purchaser.
- 2.8.5** The successful bidder's bid security / EMD will be discharged or adjusted against part of the performance security upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 4.9.2 and furnishing the performance security.
- 2.8.6** The bid security/EMD 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, if the bidder fails:
 - (i) to sign the contract in accordance with Clause 4.9.2 or
 - (ii) to furnish additional performance security in accordance with Clause 4.9.2.
 - c) In both the above cases, i.e. 2.8.6 (a) & (b), the bidder will not be eligible to participate in any of the tenders by BSNL for same item for one year from the date of issue of APO. The bidder shall not approach the court against the decision of BSNL in this regard.

2.9 PERIOD OF VALIDITY OF BIDS :

- 2.9.1** Bid shall remain valid for ONE YEAR from the date of opening of the tender A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.
- 2.9.2** In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity for one more year. The request and the responses thereto shall be made in writing. The bid security provided under Clause 2.9.1 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension will not be permitted to modify his bid.

2.10 PERIOD OF VALIDITY OF CONTRACT :

- 2.10.1** **The contract is valid for a period of ONE YEAR (Twelve Months) from the date of entering into agreement.** The Purchaser reserves the right to extend the period of contract by another one year, if he desires, with the same terms and conditions as per the agreement. On mutual consent, the agreement can be extended to a maximum of two years i.e original one year and extended one year.

3 OPENING OF BIDS :

- 3.1.1.** Venue of e-Tender Opening: Tender will be opened at **DGM (OP), 1st Floor, O/o General Manager Telecom District, Opposite to DM & HO office, Karimnagar – 505 001** at 15.00 Hrs on the designated date of opening. Any change in venue shall be informed to the bidders well in advance.
- 3.1.2.** Bidder can submit only one bid. If more than one bid is submitted by any bidder, all the bids of the said bidder shall be disqualified.

3.2 LATE BIDS :

Any bid received after the due date and time for submission of bids prescribed by the Purchaser shall be rejected.

3.3 MODIFICATION AND WITHDRAWAL OF BIDS :

3.3.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the due date and time prescribed for submission of bid/s.

3.3.2 No bid shall be modified subsequent to the deadline for submission of bids.

3.4 BID OPENING AND EVALUATION :

OPENING OF BIDS BY PURCHASER :

3.4.1 The officers nominated by the Purchaser shall open bids in the presence of the bidders or their authorized representatives who choose to attend at the tender opening time on the due date at the specified address. The bidder's representatives who are present shall sign in attendance register. The bidder shall submit authority letter from the Company to this effect before they are allowed to participate in bid opening as per the formats attached in the document.

3.4.2 A maximum of two authorized representatives for any bidder shall be permitted to attend the bid opening.

3.4.3 On the date of opening of tenders, the eligibility of bidders is evaluated based on the documents submitted by them in the Bid.

3.4.4 The bidder's names, Documents submitted in the bid and any relevant details as found appropriate by the Purchaser shall be recorded at its discretion at the time of opening.

3.4.5 If the date fixed for opening of the bid is, if declared as a holiday by the Government of India, the revised schedule date of opening will be notified. However, in absence of such notification the bids will be opened on the next working day, but time and venue remain unaltered.

3.5 CLARIFICATION OF BIDS

3.5.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

3.6 PRELIMINARY EVALUATION :

3.6.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

3.6.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

3.6.3 The Purchaser will reject a bid determined as substantially non-responsive and shall not allow the same to be made responsive by the bidder by correction of the non-

conformity subsequent to the bid opening. Such post-bid corrections by the bidder will not be permitted.

- 3.6.4 The Purchaser may at his discretion waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3.7 Evaluation And Comparison Of Substantially Responsive Bids :

- 3.7.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 3.6 above.

3.7.2 This bid is a two stage bid (1) Technical Bid and (2) Financial Bid. The evaluation and the responsiveness of the bids submitted by the bidders will be evaluated in two stages as envisaged below:-

3.7.3 Technical Bid Evaluation: - This bid will be opened on the bid opening date after preliminary evaluation it will be evaluated by a designated committee to evaluate the substantiate responsiveness of the bid. All the eligible bidders will be short listed after technical bid evaluation.

3.7.4 Financial Bid Evaluation: - The shortlisted bidders in technical evaluation will be intimated the date of opening of financial bid. The prices offered by the respective bidders will be announced on the financial opened day. The financial bids submitted will be evaluated by a designated committee for substantial responsiveness and price offered.

3.7.5 The evaluation and comparison of responsive bids shall be of the composite cost of the services offered inclusive of all Levies & taxes but excluding GST as indicated in the Tender Document.

3.8 Applicable taxes:

3.8.1 All the firms should submit GST registration certificate.

3.8.2 The bills should be preferred on completion of work with proper GST invoices.

3.9 CONTACTING THE PURCHASER :

3.9.1 No bidder shall try to influence the Purchaser on any matter relating to his bid from the time of the bid opening till the time the contract is awarded.

3.9.2 Any efforts by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

4.0 AWARD OF CONTRACT :

4.1 The Purchaser shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/validated by the Purchaser, and who are willing to accept the L-1 rates as finally approved by the Purchaser for placement of Work Orders after counter offers, if any as per clause 4.3 of Section-II below.

4.2 It may not be practicable to distribute the orders to all the bidders who meet the technical considerations and commercial conditions, as in some cases the quantity ordered on each supplier will be too small to be viable, both for installation and use by

the Department. However, **in the instant case, orders will be restricted to a maximum of 2 (TWO) successful bidders.** BSNL reserves the right to decide on the number of awardees.

- 4.3 The quantity to L-1 and remaining successful bidders will generally as follows

No. of Successful Bidders	Distribution of Quantity
Two	L-1 : 60% & L-2 : 40%

- 4.4 In case if only one bidder out of all qualifies all eligibility conditions and becomes successful, the Purchaser reserves the right to award 100% of the work to the successful bidder.

- 4.5 The rates approved by the Purchaser shall be the rates at which Work Orders shall be placed by the Purchaser on L1 bidder and all the other successful bidders, as per the quantities mentioned above. All selected bidders shall execute the contract apportioned to them at rates approved for L1 bidder.

- 4.6 In case if other qualified bidder(s) do not agree to execute the contract for L1 rates in accordance with clause 4.3 above, the purchaser reserves the right to award 100% of the work to L1 bidder only.

4.7 PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser will have the right at the time of award of contract to increase or decrease by up to 25% of the quantity of services specified in the Schedule of Requirements without any change in the unit price of the ordered quantity or other terms and conditions.

4.8 Purchaser's Right To Accept Any Bid And To Reject Any Or All Bids :

- 4.8.1 The Purchaser reserves the right to accept or reject any bid, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring a liability to the affected bidder or bidders on the grounds for the Purchaser's action.

- 4.8.2 The Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser.

4.9 ISSUE OF ADVANCE WORK ORDER (AWO) :

- 4.9.1 The issue of Advance Work Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.

- 4.9.2 The bidder shall, within 14 days of issue of the Advance WORK Order, give his unconditional acceptance along with performance security. If the bidder fails to submit the unconditional acceptance and the Performance Security deposit within the said period as specified in the AWO, the AWO shall be automatically treated as cancelled.

4.10 SIGNING OF CONTRACT :

- 4.10.1 The issue of Advance WORK Order with a list of consignee throughout Karimnagar SSA shall constitute the award of contract on the bidder.

- 4.10.2 Upon the successful bidder furnishing performance security in pursuant to Clause 4.9.2, the bidder shall discharge the bid security.

4.11 ANNULMENT OF AWARD :

Failure of the successful bidder to comply with the requirement of Clause 4.9.2 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

5 IMPORTANT CONDITIONS :

5.1.1 While all the conditions specified in the Bid Documents are critical and are to be complied with Special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

- a) The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed.
- b) If the eligibility condition is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- c) If clause-by-clause compliance is not submitted for Section III Commercial conditions, Section IV Special Conditions of Contract, the bid will be rejected.
- d) Bid Prices are to be filled in as prescribed in the price schedule of the Financial Bid.
- e) In case of any conflict on the specifications, the Purchaser will clarify and the decision will be final.

5.12 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.

5.13 Purchaser reserves the right to black-list a bidder if he fails to honor his bid.

5.14 Canvassing in any form is strictly prohibited and results in disqualification of the bid.

5.15 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. 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. Any breach of these conditions/false certification by the bidder shall result in disqualification of the bid 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. The company or firm or the person will also be debarred from further participation in the concerned unit.

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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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.

(Scheduled Works) Monthly KM Hire Slab:

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

Monthly Hire slab	Quantity of Non A/C TATA SUMO /MAHINDRA/BOLERO/BOLERO CAMPER (Diesel) Models not older than 2014
2000 KMs / Month	6 No.s

The Table 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 number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.

SECTION –III

SERVICE PROVIDERS OBLIGATIONS/GENERAL COMMERCIAL CONDITIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running normally within the jurisdiction of Karimnagar SSA. and any where in TS state when required The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service
2. **Quantity of Vehicles** to be hired under A are shown in the Scope of Work. However, BSNL shall place the order only as per the actual requirement from time to time.
3. **Duty Hours** of vehicles are normally for **12** hours ie from 0900 AM to 0900 PM, per day on all working days of month except two Sundays. However actual duty hours / days shall be specified by actual users of vehicle.
4. **Notice period** for supply of vehicles shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place** for vehicles is within the jurisdiction of Karimnagar SSA Actual place of reporting shall be specified by users of vehicles. ..
6. **Counting of Distance** will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hr's. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents** of vehicles- The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty. .
 - v) **Statutory Requirements-** It is desirable to have the Registration with EPF,ESI Code, GST copy, PAN,Travels regd etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract
 - vi) **Govt.Tax / Levy / Duty etc** for plying the vehicles in KAA/ TS will be borne by the Service Provider
 - (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid / Toll slips. .
 - (viii) **Drivers/attested** copy of driving license should be submitted during the contractual period.
 - (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.

(x)**Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.

(xi) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers& curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.

(xii) Unused KMs if any during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any extra/unused KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is given on the body of the bill while submitting claim for payment. If the short/excess usage is not adjusted with in a period of three months, for what so ever reasons, a proportionate amount will be deducted /paid in the subsequent bill i.e at end of the 4th month bill.

9. Debarring Conditions:-

(i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.

(ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.

(iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and 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.

10. BSNL will not have obligation:-

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

(ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.

(iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.

(iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11. Penalty for breach of terms & conditions:

(i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately 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.750/- per additional break down shall be imposed.

(ii) The penalty for absence during extra Hour duty will be Rs.100/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence.

(iii) In case of non-availability of vehicles for any particular day penalty of Rs.1000/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

(iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of the GMTD, BSNL, Karimnagar would be final.

(v) The vehicles to be supplied by the Service Provider should not be older than **2014 Model**.

(vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

SECTION-IV
SPECIAL COMMERCIAL CONDITIONS

1. Performance Security:

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

1.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per the Perform a provided in Annexure-4 of the bid document.

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

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

2. Terms of Payment:

2.1 The bills will be processed for payment at O/o GMTD, Office Karimnagar after receipt from the concerned officers with necessary certification; Monthly bills in r/o vehicles engaged on monthly basis. The bills shall be submitted in triplicate to the authority specified in contract duly signed by the user by the 5th of the following month for payment.

2.2 The triplicate copy of the bill will be returned to the Service Provider duly acknowledged. The bills Should be sent to BSNL for payment vehicle-wise.

2.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

3. Duration Period of Contract:

Normally contract will be awarded for 1 (one) year. However, extension for the further year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

4. Termination of Contract:

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

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

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

5. Termination for insolvency

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

6. Insurance

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

7. Prices:

7.1 The rates should be quoted on monthly basis and night halt charges are to be quoted extra per hour detention.

7.2 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.

7.3 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.

7.4 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.

8. Price Revision:

8.1 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:

Increase or decrease in Petrol/Diesel during the month =

**Actual KMs run by the vehicle X {Revised rate per liter -Base rate per liter}/
Average KM per liter of Diesel / Petrol consumption (KMPL)**

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement to work / contract. The Average KMPL is 10 Kms incase of Non-AC Cars in Diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

8.2 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.

8.3 In case of minimum average run per liter 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.

8.4 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.

9. Miscellaneous Conditions:

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

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

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

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

10. 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.

11. Arbitration:

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

11.2 The venue of Arbitration proceeding shall be office of GMTD, BSNL at Karimnagar or such other place as the arbitrator may decide.

11.3 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 there of for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12. Set Off (Recovery of Sum Due):

12.1 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.

12.2 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.

12.3 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.

SECTION- V
FINANCIAL BID
SCHEDULE OF REQUIREMENT AND HIRE CHARGES
(Monthly KM Hire Slab- Vehicles)

Sl.No.	Type of Vehicle/ Model.	Job Description (Monthly Charges)	Hire charges per vehicle in figures and words including Levies / Taxes if any excluding GST	
			Figures Rs.	In words (Rupees)
A	(TATA SUMO/ MAHINDRA-BOLERO/ BOLERO CAMPER Diesel Non A/C 2014 and above model)	For 2000 KMs /month		
		For 1500 KMs /month		
		Extra per Km Beyond 2000 Km		
		Extra per Km Beyond 1500 Km		
		Extra per Hour beyond 12 Hrs detention charges		
		For outstation Night Halt charges after 2300 Hrs.		

Note :- The bidder should quote Rates excluding of GST.

Place :-

Date :-

Signature & Seal of Bidder

Section VI

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (ePS)

Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) <https://bsnl.etenders.in> adopted by TSBSNL Telecom Circle as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- ❖ **Service Provider's Information:** The TTBSNL has adopted eProcurement System for its some of SSAs/District Office through <https://bsnl.etenders.in>. The details of our eProcurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd.

- ❖ Phone : 020-25315555 Ext no 8 then 3
- ❖ Email : support.bsnl@nextenders.com

- ❖ **Registration of the Contractors/Suppliers/Bidders:** All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the eProcurement Portal (website) <https://bsnl.etenders.in>.

After successful Registration on above mentioned portal you'll get a link in auto generated e-mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website.

After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

- ❖ **Viewing of Online Tenders:** The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "eProcurement System" through portal (website) at <https://bsnl.etenders.in>. They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, drawing (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of an eTender.

- ❖ **Online Schedule:** The contractors/bidders/vendors can view the Online Scheduled dates of eProcurement System (time schedule) for all the tenders floated using the online eProcurement system on above mentioned portal (website) <https://bsnl.etenders.in>

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

- ❖ **Obtaining a Digital Certificate and its Usage:** On eTendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our eProcurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd.

Help Desk No.: 020-25315555 Ext no 8 then 3

Email: support.bsnl@nextenders.com

- The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the eProcurement Portal (website) through <https://bsnl.etenders.in>

- ❖ **Submission of Earnest Money Deposit:**

- Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above eProcurement Portal through <https://bsnl.etenders.in>.
- Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.
- A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online eTender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective eTender.

❖ **Submission of Tender Document Fees:**

- The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

❖ **Tender Download:** The Eligible Bidders can download the Tender Document online from above eProcurement Portal <https://bsnl.etenders.in> on or before the Schedule Dates mentioned in the eTender floated.

❖ **Submission of online bids:** The bidders are required to prepare their bids on online eProcurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the eTender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

❖ **Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by ECIL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

The authority shall then open the tenders submitted by the contractors online through the ECIL eTendering Portal (website).

❖ **Shortlisting of Bids (Electronic Offers):** After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the shortlisting process will be executed on online eProcurement Portal only.

Annexure 1A

BIDDERS PROFILE

To be filled in by the Bidder 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 Photo copies a proof)

Tick as applicable

- a. Recognized by Govt .of India as Tourist Transport operator
- b. Registered under Companies Act
- c. Registered under Shops and Establishment Act
- d. Registered as firm
- e. Proprietorship/ Any other category(please specify)
- f. Sister concern of (please specify name) -----

3. a. Income Tax Permanent account Number (PAN):
(Attach Proof)-----

3. b. GST Registration Number
(Attach Proof) . - -----

3. c. Travels 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 I Public Agencies / Firms. -----Years

5. Detailed Statement of Registered commercial vehicles of **4** year old or less
as per format at **Annexure-2A**.

Signature & Seal of Bidder

DATE

Annexure 1 B

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: -----

COMPANY'S NAME: -----

Details of "**OWN ED**" Vehicles of not older than 2014, in our fleet of operation as on date:

Sl No.	Registration No.	Model (Year)	Date of Registration	Vehicles Owners/ Name	Vehicle type (Tata sumo/ Bolero/Bolero Camper Please specify	Validity Details			
						Per-mitt	Fit - ness	Road Tax	Insuran ce
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.

Declaration:

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

Signature of Bidder

Date

Seal

Annexure 2

PRICE DECLARATION

Tender No..... Date.....

A : (Name & Address of the Purchaser)

Dear Sir,

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

Dated this... .Day of... 2019.

Signature of

In capacity of

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

Witness

Address

Signature

Seal

Encls: Schedule of Requirement & Hire charges.

Annexure 3

PERFORMANCE SECURITY (SD) BOND

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

2. We (name of the bank)----- do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL----- stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL,----- reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL,----- in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs-----

3. We undertake to pay to the BSNL,----- any money so demanded not withstanding any disputes raised by the Service Provider(s)!supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)! supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)-----further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL,----- under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL,----- certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank)----- further agree with the BSNL,----- that the BSNL, ----- shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL,----- against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of 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.

Annexure 4

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To
The GM Telecom District
Bharat Sanehar Nigam Ltd.
Karimnagar-01

Subject - Authorization for attending bid opening on ----- 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 & Seal of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note:

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

Annexure -5

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in ----- SSA/Unit, vide No: BSNL / / 2011, Dt----- as required under Section-.IV, clause (8) of Bid Documents)

CERTIFICATE

I, -----S /0-----
Resident of----- hereby certify that none of my relative(s) as defined in Section-III, item (9) of Bid document is/ are employed in BSNL unit as per details given in Bid document In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed-----

For and on behalf of the Service Provider

Name (caps) -----

Position -----

Date-----

Signature & Seal of Bidder

Annexure-6

Clause By Clause Compliance Of Scope of work (Section-II), Commercial Conditions (Section III) and Special Conditions Of Contract (Section IV).

To

The Assistant General Manager (OP)

%General Manager Telecom District, BSNL

2nd floor, Opposite to DM&HO office,

KARIMNAGAR - 505 001.

Subject: Acceptance of Clause by Clause Compliance of Scope of work (Section II), Commercial Conditions (Section III) and Special Conditions Of Contract (Section IV).

NIT No.

Sir,

We Accepted and Complied with in full” against all clauses of Scope of work (Section-II), Commercial Conditions (Section III) and Special Conditions Of Contract (Section IV).

DATE : _____

Signature of the Bidder

PLACE: _____

Appendix-1

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2019 between Sri. (herein after called the Service Provider whose term includes successors and assignees) whose registered office is at H. No _____, _____ Karimnagar and is registered under-----and _____ acting through its authorized official Sri _____ Vehicle Contractor

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, Jan path, New Delhi..

I' 0001 and acting through its authorized official Sri _____ at GMTD,BSNL Office at Karimnagar. The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions

herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider": has deposited 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 _____ -2019 to _____ -2020 or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not **older than 2014**

year model, on the rates accepted as described in schedule vide appendix-I to this agreement BSNL shall reimburse that amount of 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 Sand conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4 The Service Provider agrees with the BSNL and with each authority competent to order that e very 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 **2014 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 Section of, of BSNL on monthly basis for Release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL office or any other local Central/State govt. office competent to issue such cards as per Section- ii, clause 8(ii) Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

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

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section 1II of Bid Document.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. 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.1000 per occasion.

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

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.750 per occasions 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. BSNL / /2019 Dated.-----/-----/ 2019, schedules annexure/appendix which we annexed to this agreement, as schedule "B"& ----- respectively sl1CIII form part and parcel of this Agreement and integral part of this agreement.

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

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

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

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

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

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow 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. Unused KMs if any during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any extra/unused KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is given on the body of the bill while submitting claim for payment. If the short/excess usage is not adjusted within a period of three months, for what so ever reasons, a proportionate amount will be deducted /paid in the subsequent bill i.e at end of the 4th month bill.

23 The 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 . In the event of any sole arbitration of GMTD, BSNL ,Karimnagar or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD, BSNL, Karimnagar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD, BSNL, Karimnagar shall appoint another person to act as

Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof. The venue of Arbitration proceeding shall be Office of GMTD, BSNL, Karimnagar or such other place as the arbitrator may decide.

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

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

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

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

(Name of Service Provider)

Address: -----

Tel: ----- Fax:----- E-mail: -----

And

*Name of the*GM TD

BSNL, Karimnagar

Address:

Tel: ----- Fax: ----- E-mail:-----

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

(i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or

(ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed----- Signed-----

For and on behalf of the BSNL

For and on behalf of the Service
Provider

Name(caps) ,-----

Name(caps)-----

Position-----

Position-----

Date -----

Date -----

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

Appendix- 2
Bharat Sanchar Nigam Limited

[A Govt. of India Enterprise]
%General Manager Telecom District, Karimnagar-01
(Part of Agreement for vehicle hire)
The List of authorities
(Approved by Head of SSA)

Period of contract:-From----- To-----

Name of SSA----- Name of Circle-----

Sl.No.	Name of the Unit	Address	No. of Vehicles allotted	Monthly Hire Charges per Vehicle	Make	Model Euro-I/II	Monthly contracted KMs

Signed -----
(On behalf of BSNL
Name (caps) -----
Position -----
Date -----/-----/-----

Appendix- 3

Bharat Sanchar Nigam Limited
[A Government of India Enterprise]
%General Manager Telecom District, Karimnagar-01
Hire Order
(Only by specified authority)

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

Agreement dated ----- between-----the
Service Provider) and -----, the
BSNL's order number Authority (the BSNL) -----
Order details
BSNL's order number -----Service Provider's reference-----

Name of hiring unit
Name of SSA
Designation of authority hiring
Delivery address-----

Vehicle details
Make----- Model (year of manufacture) -----
Fuel used----- Horse Power (cc) -----Euro I /II -----
Any other details -----
Hire details
Vehicle delivery date----- Period of hire (months) .-----
Monthly hire charge Rs. -----
Contracted monthly mileage -----KMs

Signed: -----.
(On behalf of BSNL)
Name (caps) -----
Position -----.
Date-----

Appendix- 4

UNDERTAKING

This deed of undertaking executed on this-----day of----- Two thousand and----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)----- S/O residing at----- on behalf of said M/s (Name of the Firm, Company, Trust, Society, etc.) having its office at-----

And duly authorized to sign, file and verify present undertaking by the said -----

(Name of the Firm, Company, Trust, Society, etc.) in favour of BSN L, 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.----- ' 1/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 cost (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

Signature & Seal of Bidder

Appendix -4

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) -----

APPENDIX – 5

FORMAT OF DUTY SLIP

(Print Name of the company and address)

Sl.No.....

Date.....

(To be filled by Contractor)

1. Reg No of Vehicle:.....
2. A/C or Non-A/C.....,Model & Year.....Petrol/Diesel/CNG.....
3. Name, Design & Address of user.....
.....
4. Purpose of journey (Details).....
5. Place Visited.....
6. Meter reading at starting point.....at closing point.....
7. Total KM run.....
8. Time at starting point.....at closing point.....
9. Extra detention Hrs (beyond duty Hrs).....
- 10.Charges for Parking/Toll tax etc.....
11. Number of night halts (for out station journey only).....

Drivers Name & Signature

Signature of user