



Karimnagar Telecom District- TELANGANACIRCLE.

E - TENDER FOR

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

No: PGM TD-KAA/GENL/E-Tender/Hired LCVs/2019-20/1 dtd at KAA the 10.03.2020

Published Date	13.03.2020	11:00 Hrs
Bid document download / Sale Start Date	13.03.2020	11:00 Hrs
Clarification Start Date	13.03.2020	11:00 Hrs
Clarification End Date	19.03.2020	18:00 Hrs
Last date for Online documents submission date & time	02.04.2020	15:00 Hrs
Last date for Offline documents submission date & time	02.04.2020	15:00 Hrs
Technical Bid Opening Date	03.04.2020	15:00 Hrs

1. The bidders downloading the tender document are required to submit the tender fee of amount **Rs.590/-** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL, Karimnagar-505001 payable at Karimnagar

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

OR

eProcurement Portal: <https://etenders.gov.in/eprocure/app>

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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, Digitally Sealed Tenders are invited by the Principal General Manager, Telecom District, BSNL, Karimnagar – 505001 for Hiring of Light Commercial Vehicles from prospective Service Providers having minimum 3 No.s of vehicles (of not older than 2015 model) and hold a valid certificate of two years experience 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 such as TATA SUMO and BOLERO / BOLERO CAMPER.

Approximate requirement of vehicles for KAA SSA is 6 numbers i.e., **TATA SUMO /MAHINDRA / BOLERO/ BOLERO CAMPER Models not older than 2015 on Monthly basis with Non A/C And the Estimate cost of the Tender is Rs.45,00,000 /-.**

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 2015 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 2015 (year)** shall be provided along with proof of RCs and lease deeds.

- 2.3 In the case of MSE (Micro and Small Enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.

- 2.4 If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

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://etenders.gov.in/e procure/app> from **11:00 Hrs of 13.03.2020 to 15:00 Hrs of 02.04.2020** Schedule to the invitation of Tender

Bidders must register on the e-tender portal (at <https://etenders.gov.in/e procure/app>) 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.

Note3: 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 e-Procurement Portal <https://etenders.gov.in/e procure/app> However, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at AGM (OP), 2nd 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 Principal 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. Principal 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://etenders.gov.in/e procure/app>
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.

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 ninety 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 Principal General Manager Telecom District, BSNL, Karimnagar" Payable at Karimnagar should be submitted at the time of opening of bids.
Bid Security / EMD	Rs. 112500 /-
Downloading the Tender Document	From 11:00 Hrs of 13.03.2020 to 15:00 Hrs of 02.04.2020
Last Date & Time for submission of Bids	15:00 hrs of 02.04.2020
Date & Time for Online Opening of Bids	15:00 hrs of 03.04.2020
Place	AGM(OP), 2nd Floor, O/o Principal 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	Single stage submission & Two stage opening.
Documents comprising Technical bid	Please refer to Clause 1.12.1
Documents comprising Financial bid	Please refer to Clause 1.12.2

Sd/-
Asst General Manager (OP),
Karimnagar – 505 001.
agmadmnkaa@gmail.com
Ph : 0878-2242000

SECTION-IB
General instructions to the bidder

1. INTRODUCTION

DEFINITIONS:

- 1.1.1. **"The Purchaser"** means the Principle General Manager Telecom District, BSNL, Karimnagar, Telangana 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 Supplying the vehicles under the contract.
- 1.1.4. **"The Service"** means supply of light commercial vehicles under the contract.
- 1.1.5. **"The Advance Work Order"** means the intention of Purchaser to place the work Order on the bidder.
- 1.1.6. **"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.
- 1.1.7. **"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 2015 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 2015 (year) shall be provided along with 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.**

1.2.4. COST OF BIDDING :

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.

1.4 BID DOCUMENTS :

- 1.4.1 The goods/service required to be supplied; bidding procedures and contract terms are prescribed in the Bid Documents.
- 1.4.2 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.

1.5 CLARIFICATION OF BID DOCUMENTS :

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 within 7 days from the publishing of the tender.

1.6 AMENDMENT OF BID DOCUMENTS :

1.6.1 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://etenders.gov.in/e procure/app> 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.

1.6.2 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.

1.7 PREPARATION OF BIDS

1.7.1 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.

1.8 Power of Attorney :

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.9 BID DOCUMENTS SUBMISSION

Bid-submission shall be online on <https://etenders.gov.in/e procure/app>, however some documents mentioned in clause 1.11 are to be submitted physically offline as follows:

1.10 Online Submission

a.

Sl No	Contents of 1 st Electronic Envelope	Contents of 2 nd Envelope
01	The Documents list as per Section – 1.12.1	Price Bid as per Section – 1.12.2

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://etenders.gov.in/e procure/app>. 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://etenders.gov.in/e procure/app>.

- 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://etenders.gov.in/eprocure/app>) may be checked before uploading.

1.11 **Offline Submissions:**

1.11.1 As per clause 1.9 The bidder shall drop the following documents in the tender box kept in the chamber of **AGM (OP), O/o PGM TD, 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 PGM TD, BSNL Karimnagar”**, against payment of EMD.
- ii) DD drawn in favour of **“The A.O (Cash) O/o PGM TD, BSNL Karimnagar”**, against payment of tender fee.
- iii) Or a Valid EMD/Tender fees exemption certificates in case of MSME bidders.
- iv) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee and bid security/EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises in related field (**Renting and leasing of motor vehicles**)

1.11.2 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.

1.11.3 **The envelope shall bear the tender name, tender number and addressed to the AGM (OP), O/o PGM TD, 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.**

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

1.11.5 **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 1.12.1.**

1.11.6 **Minor short falls if any noticed, may be called for by the evolution committee and such short falls should make good within 7 days.**

1.12 **DOCUMENTS COMPRISING THE BID**

1.12.1 **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 valid EMD/Tender fees exemption certificates in case of MSME bidders.
5. All pages of Tender document should be 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 must be scanned and uploaded in online technical Bid and the uploaded documents are only taken for evaluation and for further processing.

1.12.2 **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.

1.13 **BID PRICES :**

- 1.13.1 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.
- 1.13.2 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
- 1.13.3 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.

1.14 **Documents Establishing Bidder's Eligibility:**

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

1.15 **BID SECURITY :**

- 1.15.1 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 Principal General Manager Telecom District, BSNL, Karimnagar Payable at Karimnagar as mentioned in Section I of this document i.e., Rs. 1,12,500/- (Rupees One Lakh twelve thousand and five hundred only)**.

- 1.15.2 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.**
- 1.15.3 The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee and EMD/Bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises in related field **(Renting and leasing of motor vehicles or other land transportation)**
- 1.15.4 A bid not containing BID SECURITY/EMD as mentioned in clause 1.15 shall be rejected by the Purchaser as being non-responsive.
- 1.15.5 The bid security / EMD of the unsuccessful bidder(s) will be discharged / returned by the Purchaser after finalisation of tender on expiry of validity of bid whichever is earlier.
- 1.15.6 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.
- 1.15.7 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 4.9.2or
 - (ii) to furnish additional performance security in accordance with Clause 4.9.2.
 - c) In both the above cases, i.e. 1.15.7 (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.

1.16 PERIOD OF VALIDITY OF BIDS :

- 1.16.1 Bid shall remain valid for **150 days** from the date of opening of the tender A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.

1.17 PERIOD OF VALIDITY OF CONTRACT :

- 1.17.1 **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 with 25% estimated tender value**, 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 one year but only 25% of Tender value.

2 OPENING OF BIDS :

- 2.1 Venue of e-Tender Opening: Tender will be opened at **AGM (OP), 2nd 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.
- 2.2 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 LATE BIDS :

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

3.1 MODIFICATION AND WITHDRAWAL OF BIDS :

3.1.1 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.

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

3.2 BID OPENING AND EVALUATION :

OPENING OF BIDS BY PURCHASER :

3.2.1 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.

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

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

3.2.4 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.

3.2.5 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.

3.3 CLARIFICATION OF BIDS

3.3.1 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.

3.4 PRELIMINARY EVALUATION :

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 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.

3.5 **Evaluation And Comparison Of Substantially Responsive Bids :**

3.5.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 3.4 above.

3.5.2 **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:-**

3.5.3 **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.**

3.5.4 **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.**

3.5.5 The evaluation and comparison of responsive bids shall be of the composite cost of the services offered FOR 1500 KMS and 2000 Kms inclusive of all Levies & taxes but excluding GST as indicated in the Tender Document.

3.6 **Applicable taxes:**

3.6.1 All the firms should submit GST registration certificate.

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

3.7 **CONTACTING THE PURCHASER**

3.7.1 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.

3.7.2 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 (R/o Nearest Integer)
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 to increase or decrease by **up to 50% 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 purchaser 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 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.

5.2 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.

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

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

5.5 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 2015
1500 Km	3 No.s
2000 km	3 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 50% 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 anywhere 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 ending at the same point wherever user actually 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, within 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) **Driver's 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 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.

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 Principal GMTD, BSNL, Karimnagar would be final.
- (v) The vehicles to be supplied by the Service Provider should not be older than **2015 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 5% 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 proforma 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.

1. Terms of Payment:

- 2.1 The bills will be processed for payment at O/o PGM TD, 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.

2. 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 for a month and detention charges are to be quoted extra per hour .Night halt charges are to be quoted for one night halt.

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 (or) 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 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.
- 9.3 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 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 Principal 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Principal 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 thereof or any rules made thereof.

11.2 The venue of Arbitration proceeding shall be office of PGM TD, 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 thereof or 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 Service Provider shall pay to Bharat Sanchar Nigam Limited on demand of the balance amount within 30 days from the day of demanded by BSNL. In case if he fails to pay the amount within 30 days same may be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited

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 2015 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.
Quantity of vehicles are 2000 km -3 Nos and 1500 km -3 Nos.**

Place :-
Date :-

Signature & Seal of Bidder

Section VI

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

E-tendering Instructions to Bidders

1. General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://www.etenders.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

II Broad outline of activities from Bidders Perspective:

1. (a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT / MTNLTrustline / SafeScript / TCS / ACE Technologies etc.
- (b) "Declaration of UAM (Udyog Adhar Memorandum Number) by MSE bidders on CPPP is mandatory. If the MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME".
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, Work order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below: -
27. **Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security / Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents / Addendum / Addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

28. Offline Submissions:

The Bidder is requested to submit the following documents offline to, AGM(OP), Karimnagar SSA on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/Bankers cheque for Tender Fee drawn in favour of AO(Cash), BSNL, Karimnagar.
3. Power of attorney in accordance with clause 1.8 of Section-IB.
4. In case MSME bidders, Valid MSME certificate to be submitted.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

29. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

30. Special Note on Security of Bids

- I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly, Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail

Help Desk Nos of CPP Portal:

24x7 Toll Free Telephone No. 1800 3070 2232 Mob: 07878007972 / 73

Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

BSNL Contact-1	
BSNL's Contact Person	AGM (OP), O/o PGMTD, OPP: DMHO, Karimnagar.
Telephone/ Mobile	0878-224200 / 9490292255
E-mail ID	agmadmnkaa@gmail.com
BSNL's Contact Person	
Telephone/ Mobile	
E-mail ID	

Note 1: In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased

line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

Note 2: MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

Note 3: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

IV. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>), and check on “Help for Contractors” and “the Bidders Manual Kit”. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.**
- 2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP**
- 3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP**
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

Note: While the first three instructions mentioned above are especially relevant to first-time users of the CPP-Portal, the fourth instruction is relevant at all times.

V. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users

VI. PRICE SCHEDULE / BOQ:

Utmost care may kindly be taken to upload price schedule/BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule / BOQ Section-V (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in grey background cells. Don't fill in white background cells.
3. BOQ Section - V file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

**For any technical related queries please call at 24 x 7 Help Desk
Number of CPP portal**

0120-4200 462

0120-4001 002

0120-4001 005

0120-6277 787

**International Bidders are requested to prefix +91 as
country code**

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 2015, 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 5% 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 from 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... 2020.

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 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.

Annexure 4

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To
The PGM Telecom District
Bharat Sanchar Nigam Ltd.
Karimnagar-505001

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 / / 20--, Dt-----, as required under Section-IB, clause (1.12.1) 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)

%Principal 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 2020 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 Bhavan, Jan path, New Delhi. 110001 and acting through its authorized official Sri..... at PGM TD, 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 **SECTION- V**. 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 -2020 to -2021 or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not **older than 2015 year model**, on the rates accepted as described in schedule vide Section-V 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 and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- 4 The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than **2015 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-V of the Bid document to the Section of BSNL on monthly basis for Release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL office or any other local Central/State govt. office competent to issue such cards as per Section- III, clause 8(ii) 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 (4) of Section IV of Bid Document.

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

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. 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 / /2020 Dated.-----/-----/ 2020, schedules annexure/appendix which we annexed to this agreement, are 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.

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 (7 & 8) 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 (8.1) 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 PGMTD, 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 PGMTD, 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the PGMTD, 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 thereof or any rules made thereof. The venue of Arbitration proceeding shall be Office of PGMTD, 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 anything 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 -4 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 PGM 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]
% Principal 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]

%Principal 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 BSNL, 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 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