

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**Office of the General Manager Telecom, Sanchar Bhawan,
Nizamabad**

Tender No: GMTD-NZB/ADMN/Tender/Hired Vehicles/2019-20/5 Dated 30.12.2019

Sub:- Tender Document For “Hiring of Vehicles “ for the use of Nizamabad Telecom District, Telangana Telecom Circle through e-procurement.

Please find herewith the tender document in respect of above mentioned tender which contains the following sections.

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Interested bidders may submit their offers to AGM (Admn) by means of online bids only in Electronic Tendering process at the portal detailed in ‘Special Instructions to bidders for E- Tendering’ before 11:30 hours of 09/03/2020.

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SECTION-I

Bharat Sanchar Nigam Ltd (B.S.N.L)
(A Govt. of India Enterprise)
DETAILED NOTICE INVITING TENDER (DNIT)

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, **Digitally sealed tenders are invited through E-Tendering** by General Manager Telecom, Nizamabad SSA from prospective Service Providers/individuals having the ownership/lease of Light Commercial Vehicles(LCV) with registration **not older than 2016** along with valid experience certificate issued by a competent authority of any PSU / Central / State Govt. or reputed Private Ltd., Companies / Firms for having executed similar contracts of providing at least 1(one) Non AC diesel driven LCV (Non AC Mahindra Jeeps /Xylo/ Tata Sumo/Tata Spacio/Bolero /Qualis /Swift Car or equivalent, all with taxi plate registration) during the period of one year before the date of NIT. Tender document can be obtained by downloading it from the website www.etenders.gov.in

The bidders are required to submit the tender fee for an amount of Rs.590/- (Rupees Five Hundred and Ninety only) and an amount of Rs. 75022/- (**Rupees Seventy five Thousand twenty two only**), towards bid security (EMD) failing which the tender bid shall be left in archive, unopened/ rejected.

Above payments are accepted in the form of Crossed Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Accounts Officer (Cash), BSNL, Nizamabad or in the form of **ACG-67 (Cash Receipt paid in the cash counter of this office)**/ Demand Draft drawn on any nationalized bank/scheduled bank in favour of **Accounts Officer (Cash), BSNL Nizamabad. Other details of the tender were as follows:**

Starting Time and Date of availability of Bids	10.00 hours of 15/02 /2020
Last date & time of availability of Bids	11.30 hours of 09 /03/2020
Last date and time for submission of Bids	11.30 hours of 09 /03/2020
Date and time of opening of Bids(Technical)	12.00 hours of 10/03 /2020
Date and time of Opening of Financial Bids	Will be intimated later
Tender Schedule Cost	Rs 590/- (Rs 500+18% GST) (Non-refundable)
Earnest Money Deposit per vehicle	Rs. 75022 /- (Rupees Seventy Five Thousand Twenty Two Only)
Validity of the Tender	For one year with an option to extend it to One more year. Extension beyond one year will be considered and issued on per quarterly basis
Estimated Cost of the tender per annum for 06 No. of Vehicles	Rs.29,74,488/- /-

Note: Pre bid meeting will be held on 21 /02 /2020 in the chamber of DGM (A&P), O/o GMTD, BNSL-NZB at 11.30Hrs
Availability of Tender Document: The Tender document shall be available in the website www.etenders.gov.in for downloading from **10:00 hours of 15 /02 /2020**. Physical copy of the tender document would not be available for sale.

SECTION-II
SCOPE OF WORK / SUPPLY

1. **MODEL OF VEHICLES:** The Bidders are required to provide commercial vehicles not older than the year make 2016 fully conforming to RTA / RTO regulation along with fuel, driver etc., and carryout periodical maintenance and execute the work through their Supervisor.
2. **TYPE & MAXIMUM REQUIREMENT:** Requirement of type and no:of vehicles – 1 No of Car-Swift / TATA Indica / Vista or equivalent and 5 Nos of Non AC Mahindra Jeeps / Xylo /Bolero/Tata Spacio /Tata Sumo / Qualis or equivalent etc.
3. **MONTHLY REQUIREMENT:** As per monthly requirement, the vehicles will be requisitioned. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. The additional requirement for a short period to meet the "Peak Operational requirement" if any on day to day basis to also to be met with at the same rate on pro-rata basis quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.
4. **AREA OF OPERATION:** Nizamabad SSA of BSNL, the vehicle may be used on other areas of Telecom District for short periods.
5. **VEHICLE COLOUR & CONDITION:** White colour, No sign writing / colouring etc, than standard factory designs. No dent extra, and interior & exterior should be good in condition.
6. **DRIVER DRESS etc:** Well dressed with uniforms and shoes and of clean habits.
7. **CORPORATE LOOK:** The above requirement as at Sl. No: 5&6 are desired to have better image of BSNL in public and to have a corporate look. However, due to non-availability of desired colour vehicle, GMTD can give relaxation for short duration, if asked in writing.
8. **PERIOD OF AGREEMENT:** One year from signing of the agreement, extendable as per section IV clause 16.
9. **MONTHLY EXPECTED RUN:** The vehicles are required to run normally for 2000 KMs in a calendar month as per duty hours / days as defined in Section III. The rates are to be quoted accordingly.
10. **VEHICLE FITNESS CERTIFICATE:** At the time of award of contract, as per clause -6 of section IV, the contractor should send the proposed hired vehicle to this office premises for inspection purpose, to verify their requirement as stipulated thereon. The AGM (HR&Admn) of this office shall issue "Fitness Certificate as per tender" for the vehicle offered. No vehicle shall be used by field officers if it has no approval of AGM (HR&Admn). The bidders may note that this office shall not make any payment of vehicles without this fitness certificate, even if the vehicles are used by the controlling officers due to lack of this information, due to transfer etc.
11. **OBLIGATION / RESPONSIBILITY OF VEHICLE PROVIDER:** Obligations / responsibilities of service provider as in Section III and General Terms & conditions envisaged as in Section IV, specifying the work in detailed manner are to be followed scrupulously.

SECTION-III
SERVICE PROVIDER'S OBLIGATIONS

1. Service to be provided is supply of LCV with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Nizamabad. However in case of the emergency the servicing is to be made available to our stations also as the case may be. The essence of the contract is to ensure the Provision of Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. Quantities of Vehicles to be hired are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empaneled transporters as per Clause 7 of Section IV of tender document.
3. Duty Hours of vehicles are normally for twelve hours per day on all working days of month. However actual duty hours / days shall be specified by actual users of vehicle. The vehicle is eligible only for 2(Two) days of holiday (any Sunday) in a month for Mtce. Work.
4. Notice period for supply of vehicles shall be one day in advance for Regular requirements. One hour in advance for additional requirement of hours i.e., beyond duty hours (12 hours). Telephonic intimation shall be considered as notice.
5. Reporting Place for vehicles is within the jurisdiction of Nizamabad Telecom District at the places as specified by users of vehicles.
6. Counting of Distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. Accuracy of Meters will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) Telephones- Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) Identity Cards- Proper Identity Cards after verifying the antecedents of his drivers' through' 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 duties, if applicable.
 - (v) Statutory Requirements- It is desirable to have the Registration with EPF, ESI Code, GSTIN, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract, if applicable.
 - (vi) Govt. Tax / Levy / Duty other than GSTIN for plying the vehicles for % GMT-Nizamabad will be borne by the Service Provider.
 - (vii) Parking / Toll Charges, if any, may be claimed by Producing valid parking / Toll slips.
 - (viii) Drivers attested copy of driving license should be submitted during the contractual period.
 - (ix) Consumables like lubricants, tires, 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) Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips / log book sheets duly signed by the user. The GST has to be shown separately in the bill.
 - (xii) 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.

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- xiii) 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 KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is given on the body of bill while submitting claim for payment. If the short mileage is not adjusted within a period of three months bills, a proportionate amount (on basic KM basis) will be deducted at the end of the 3rd month bill.
- xiv) If the vehicle is engaged / officer transferred / discontinued the vehicle in the middle of the month, irrespective of basic KM slab, a proportionate bill has to be paid for the vehicle engaged for that period / days.

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. Necessary certificate with reference to the non-participation of near relatives is to be submitted as per the Annexure-VI.
- (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 as driver 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 offense 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 or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed in addition to deduction on pro-rata basis for the period.
- (ii) The penalty for absence during extra Hour duty will be Rs.150/- per occasion and for Temporary absence during duty hours without valid permission shall be Rs.110/- per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.750/- per day shall be imposed in addition to deduction of hire charges on **pro-rata basis for the period.**
- a) In such case, short fall mileage (unused monthly KM slab) or excess mileage have to be calculated in terms of monthly average basic KMs on par with Tender Rates.
- (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 GMTD, BSNL, Nizamabad would be final.
- (v) Payment will not (not) be made for vehicles supplied by the Service Provider and not (not) matching with the conditions as per Section-II (Scope of Work).
- (vi) Should not refuse to provide Vehicles against BSNLs requirement and on each refusal a penalty as given at item (iii) will be deducted from the running Bills besides any other action which may even lead to termination of contract.

SECTION-IV
GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

1.1 The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with State / Central /Government / Public Sector or reputed Private Ltd. Companies / Firms before the date of NIT.

1.2 The prospective Service Providers having minimum 1(one) commercial vehicle in the name of the self/owners/firm/partner's name/by lease, **of not older than 2016 year model**. The full details of the vehicle and a clear declaration that the firm will be able to supply commercial vehicles of **model not older than 2016 shall be provided**, in case of necessary.

2. Right to Accept or Reject:

BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of e-tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BSNL.

3. Bid Forms (Two Bid Format).

Tender document can be obtained by downloading from the websites www.etenders.gov.in

The filled in tender document should be submitted in www.etenders.gov.in.

The bidders are requested to follow the instructions available at Section IV (B) **"E-tendering instructions to the bidders" for filling and submitting the on line bids.**

3.1 Technical bid of the Tender will be opened in the presence of Bidders present on the due date of i.e. on 04/03/2020 at 12.00 Hrs.

3.2 The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-II** No correspondence in this regard will be entertained. All Columns should be furnished with relevant details and no column should be left blank. Incomplete bids are liable to be rejected.

3.3 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-II. The submissions** of documents mentioned at Sl. No. 4 to 8 are **mandatory**.

3.4 Rates should be quoted as per the financial offer for the hired vehicles at Annexure-I should be filled and submitted. The format for Financial Bid should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.5 The duly filled tenders must be accompanied with a Bank Guarantee / Demand Draft drawn in favour of AO (Cash), BSNL Nizamabad from any Nationalized/scheduled Bank valid for 180 days, for an amount of Rs. 75022/- (**Rupees Seventy Five Thousand twenty two rupees only**), towards Bid Security (EMD) as per Annexure III, should be submitted to SDE (HR&Admin) O/o GMTD Nizamabad.

3.6 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

3.7 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

3.8 At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.9 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

3.10 The bidder shall bear all costs associated with the preparation and Submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. Bid opening

BSNL shall open the Technical bid online containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Annexure-IV).

After scrutiny and evaluation of the Technical Bids as per Annexure II, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that **fulfill the eligibility conditions and furnish all documents as given in the Technical Bid Format of Annexure II**

5. Bid Evaluation

- 5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 5.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the Total cost of the hire of vehicle based on monthly hire charges (Monthly hire charges quoted per one vehicle) as indicated in scope of work in section II inclusive of all levies and charges but excluding GST as indicated in the price schedule in section V of the bid document. The bidder has to quote for all types of vehicles.
- 5.4 BSNL intends to limit the number of technically and financially responsive bidders to 1 (one) from each category from the list of such bidders arranged in the increasing order of their evaluated prices starting from the lowest price for the purpose of ordering against the tender.
- 5.5 Evaluation will be done as per Section-V (Schedule of requirement / price schedule). Lowest bidder in each category will be considered for award of Tender. If the offer is not accepted by these bidders, the offer will be made to other next bidders in respective category.

6. Award of Contract

BSNL intends to select the no.of technically and commercially responsive bidders from the list of such bidders arranging in increasing order of their evaluated price starting from the lowest for the purpose of ordering against this tender.

BSNL reserves the rights to place the order for entire quantity to the L1 bidder. It is mandatory for L1 bidder to accept such an offer at evaluated L1 price and shall perform the whole contract as envisaged in the tender document. The successful bidders maximum of two shall within 2 weeks of issue of letter of intent give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in Annexure-V of bid document. In case he did not turn up within the specified period of 2 weeks, he has to forfeit of the EMD amount. However he will be given another period of two weeks for signing the contract but EMD will not be refunded.

Allotment of vehicles will be sole discretion of GMTD, Nizamabad.

The SDE (HR & Admn) O/o GMTD, NZB shall issue PO for the vehicles to be deployed through ERP system separately for every vehicle. The PO need to be issued for every month but before start of the month.

7. Right to vary quantities

BSNL reserves the right at the time of award of contract or during operation the contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

8. Signing of Contract

- 8.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 8.2 Upon the successful bidder furnishing the Performance Security, the BSNL shall discharge its bid security in pursuant to **clause 12**.
- 8.3 The successful bidder had to submit the required agreement as per Appendix VIII.

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9. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

10. Period of validity of bids

- (i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in **Section V** for the Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, excluding GST etc., as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & 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.

12. Bid Security (EMD).

12.1 Pursuant to **clause 3.5**, the bidder must deposit Rs. 75,022/- (**Rupees Seventy Five Thousand Twenty two rupees only**), as Bid Security (EMD). The EMD shall be in the form of **Bank Guarantee / DD valid for 180 days** from the date of tender opening (DD drawn in favour of Accounts Officer (Cash) BSNL, % GMTD-Nizamabad)

12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

13. The Bid Security may be forfeited:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

- i) to sign contract in accordance with clause 8.
- ii) to furnish performance security in accordance with clause 17 of Section IV
- iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening stage and will be recorded in the office.
- iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

13.3 Submission of Bills:

i) The supplier should submit the vehicle wise bills alongwith its certificates, in the next calendar month to the controlling officer of the vehicle. The AO (Cash) O/o GMTD, Nizamabad shall be the paying authority.

ii) The controlling officer of the vehicle shall prepare service entry sheet (SES) in ERP for the given calendar month in the next calendar month. The SES, basically is an online certificate in ERP system. The bills shall be passed and paid as per SES data.

iii) In order to compensate extra cost of record keeping, cash blocking, a penalty of 5% of bill amount will be levied for each month of late submission (i.e. beyond next calendar month).

14. Terms of Payment:

14.1 The payment shall be made normally within 30 working days from the date of receipt of bill in duplicate in the O/o GMTD-Nizamabad in respect of vehicles engaged on monthly basis subject to availability of funds.

In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. The admissible GST has to be shown separately in the bill. A copy of GSTIN paid challen for the previous month / quarter as the case may be should be produced along with the bills for payment.

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

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work Section-II and General & Commercial Conditions **Section-IV**. In case of deviation a statement of deviation shall be given.

16. Duration / Period of Contract:

Normally contract will be awarded for 1 (one) year. However BSNL reserves the right for extension of contract period by one more year in spell of 2(two) spells of 6 months will be considered keeping in view of the various factors, such prevailing market price, satisfactory performance of the firm limiting the quantity of the service (+) or (-) 25% as per clause 7 of Section IV with the same rates and terms and conditions.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the annual agreed value subject to maximum limit of Rs 5 lakhs valid for **18 months** within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security. However, if the work is awarded to more than one bidder the security deposit (10% of total agreed value not considering max value of 5 Lakhs) will be collected proportionately among the successful bidders, as per the allotment of vehicles.

17.2 Performance Security shall be submitted in the form of Bank Guarantee / DD issued by a scheduled Bank for one year as per the Proforma provided in **Annexure-V** of the bid document.

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

17.4 The Bank Guarantee shall be extended by the bidder for the equivalent period of extension as and when conveys approval of extension of the agreement.

17.5 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.

18. Termination of Contract

18.1 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.

18.2 All instructions, notices and communications etc. under the contract 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.

18.3 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 day's notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

19. 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.

20. 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.

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21. Prices:

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

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

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

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

22. Price Revision:

No escalation is admissible on any account whatsoever during the period of the contract.

23. Miscellaneous Conditions:

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

23.2 The bidder with the lowest evaluated price will be considered for about 70% of tendered quantity and the balance quantity will be ordered on the remaining selected bidder there on. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

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

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

23.5 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

24. Force Majeure:

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

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25 Arbitration:

25.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD-Nizamabad of Bharat Sanchar Nigam limited (BSNL) of the respective Circles 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 CGMT-Hyderabad 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 GMTD- Nizamabad of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

25.2 The venue of Arbitration proceeding shall be Office of GMTD- Nizamabad or such other place as the arbitrator may decide.

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

26. Set Off (Recovery of Sum Due):

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. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL. If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

27. Failure of approved bidder to supply all the allotted vehicles :

27.1 Within one week of signing of agreement, the approved bidder should offer and get fitness certificate from AGM (HR & Admn) as detailed in Section II.

27.2 In case he is not able to provide all allotted fit vehicles within one week's time, a penalty of Rs. 1000/- per day per each of the non-supplied vehicle shall be imposed on him.

27.3 However, even with this penalty the approved bidder still not able to supply all the allotted vehicles after one month of the signing of agreement, the agreement shall be terminated with forfeiture of SD.

E-tendering Instructions to Bidders

Note: The instructions given below are TCIL's e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/Clauses may be suitably modified in this Section as applicable from time to time.

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.

For conducting electronic tendering, BSNL HQ is using the portal (www.etenders.gov.in)

1. Broad outline of activities on e-tender portal from Bidders prospective

.....
.....
.....
.....

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

2. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3. Registration

To use the Electronic Tender® portal www.etenders.gov.in, vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

4. Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on www.etenders.gov.in

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.

No:GMTD-NZB/ADMN/Tender/Hired Vehicles/2019-20/05

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

5. Offline Submissions:

The bidder is requested to submit the following documents offline i.e should be dropped in tender box provided in the chamber of DGM (A&P), Main Telephone Exchange, Gandhi chowk, Nizamabad-503050 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 (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
- iv. Sealed pass-phrases

6. Other Instructions

For further instructions, the vendor should visit the home-page of the portal www.etenders.gov.in and go to the User-Guidance Center

- ❖ **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 e-tender portal.

SECTION-V: FINANCIAL BID

PLAN-I: SCHEDULE OF REQUIREMENT OF HIRE CHARGES

(MONTHLY KM HIRE SLAB - CARS-TATA INDICA/VISTA/MARUTHI SWIFT or equivalent)-01 Nos

S.No.	Type of Vehicle / Model	Job Description / Monthly Hire Charges	Hire Charges per One Vehicle per month in figures & Words including levies / Taxes if any excluding GST	
			In Figures (Rs.)	In Words Rupees
1	CARS- TATA Indica/Vista/Maruthi Swift, DIESEL NON-AC 2016 and above Model or equivalent.	One Car - 1500 KMs / Month (Basic KMs)		
		One Car-2000 KMs / Month (Basic KMs)		

1. Extra per KM beyond basic KM : Rs. 6/-
2. Extra per hour beyond 12 Hrs detention Charges : Rs. 99/-
3. For outstation Night Halt Charges : Rs. 252/-

PLAN-II: SCHEDULE OF REQUIREMENT OF HIRE CHARGES

(MONTHLY KM HIRE SLAB – JEEPS / TATA SUMO or Equivalent)-5 Nos

S.No.	Type of Vehicle / Model	Job Description / Monthly Hire Charges	Hire Charges per One Vehicle per month in figures & Words including levies / Taxes if any excluding GST	
			In Figures (Rs.)	In Words Rupees
1	JEEPS – Mahindra Jeeps/Xylo/Tata Sumo /Tata Spacio /Bolero /Qualis, DIESEL NON-AC 2016 and above Model or Equivalent.	For 2000 KMs / Month (Basic KMs)		

1. Extra per KM beyond basic KM : Rs. 9/-
2. Extra per hour beyond 12 Hrs detention Charges : Rs. 99/-
3. For outstation Night Halt Charges : Rs. 252/-

Note: Evaluation will be done on basic KM Rate and as a whole package (Plan-I and Plan-II)

Place:

Date:

Signature of the Bidder with office seal

ANNEXURE-1
FINANCIAL BID

Tender No: _____

Dated: _____

The General Manager
Nizamabad

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 Financial **offer for Hired vehicles vide Section V** 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 as per Annexure V from a Nationalized/ Scheduled Bank or Demand Draft drawn in favour of AO (Cash), O/o GMTD BSNL, Nizamabad, for a sum not exceeding 10% of the contract sum for the due performance of the Contract valid for a period of 18 months.
4. We agree to abide by this Bid for a period of 180 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 thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2020 Signature of the Bidder

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encl : Schedule of Requirement and Hire Charges

Annexure-II

**SUB: HIRING OF VEHICLES ON MONTHLY BASIS FOR USE OF OFFICES OF BSNL NIZAMABAD
TELECOM DISTRICT FOR THE YEAR 2018-19**

Tender Ref:

Date:

TECHNICAL BID

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

1. Name and Postal Address of the Bidder: _____ Phone: _____
_____ Mobile: _____
_____ Fax: _____
_____ E-Mail: _____

-
2. Is your concern Recognized / Registered Yes No
(Attach Photocopy as a proof) Tick as
applicable
- a. Recognized by Govt. of India as Tourist Transport operator
 - b. Registered under Companies Act
 - c. Registered under Shops and Establishment Act
 - d. Registered as firm
 - e. Proprietorship / Any other category (please specify)
 - f. Sister concern of (please specify name)
- 3.a Income Tax Permanent account Number (PAN) : (attach Proof) as per Section-IV 1.2
- 3.b GSTIN Number (attach Proof) :
- 3.c Registration / Allotment Number of
ESI (Attach proof)
EPF (Attach proof)
Any other social security scheme for workers : (Like group insurance / personal accident insurance etc.)
Give Details ::
4. Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms./
Reputed companies : _____ Years
5. Detailed Statement of Registered commercial vehicles of 2016 and later model as per format (Appendix-IV)
6. Certificate on non-participation of near relatives of BSNL employees. (Annexure-VI)
7. Details of EMD paid :
8. All pages of the tender documents are to be signed by the tenderer and to be enclosed.
9. Certificate regarding downloading of tender document from internet (Annexure-VII)

Note: Please see Section III Clause 8 (v) statutory requirements

DATE

**SIGNATURE
SEAL**

ANNEXURE-III

BID SECURITY BOND (EMD)

Whereas(hereafter called “the Bidder”) has submitted its bid dated For hiring contract of commercial vehicles Tender No.....**KNOW ALL MEN** by these Presents that We of having our registered office at (Hereafter called “the Bank”) are bound untoBSNL, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

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

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

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

	Signature of the Bank
	Name
	Signed in Capacity of
Signature of Witness	Full Address of Branch
Name of Witness	Tel. No. of Branch
Address of Witness	Fax No. of Branch

ANNEXURE-IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on 10.03.2020 at 11.30hrs or before date of bid opening)

To
The General Manager Telecom
Bharat Sanchar Nigam Ltd.
Nizamabad – 503001

Subject – Authorization for attending bid opening on _____ (date) in the Tender of Hiring of Vehicles for Nizamabad Telecom District

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

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

I.

II.

Alternate Representative

Signature of the 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-V

FORMAT FOR PERFORMANCE SECURITY BOND

(To be submitted later by the successful Bidder only)

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 thereto 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 18 months from date herein and further agrees to extend the same from time to time (after one year) 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 contractor(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-VI

(Certificate on Non-Participation of near Relatives in the tender called for hiring of Non AC vehicles for Field and H/Q duties of BSNL, Nizamabad Telecom District, vide Tender No. _____ Dated _____)

CERTIFICATE

I, _____ S/o _____ R/o _____ 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 _____

Annexure-VII

Certificate regarding downloading of Tender document from Internet.

I/We_____ authorized signatory hereby declare that the tender document submitted has been downloaded from the website www.etenders.gov.in and no additions /deletions /corrections has been made in the proforma downloaded. Further if any modification in the tender schedule is noticed, the bid may be rejected irrespective of that whether the tender is under evaluation of awarding stage or awarded or at any stage as per the decision of the GM Telecom BSNL Nizamabad. The decision of GMTD Nizamabad is final and binding on both sides. The EMD/SD paid by me can be forfeited. I/We also declare that I/We have enclosed a DD for Rs_____ dated_____drawn on _____towards the cost of tender document with this bid.

Signature of the Bidder
With seal

**Annexure-VIII
UNDERTAKING**

This deed of undertaking executed on this _____ day of _____ 2018 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 Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at _____ hereinafter called BSNL) (which terms shall mean and include its successors, administrators, heirs and assigns.

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

(1) I/ We _____ shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

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

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. _____

Annexure-IX

AGREEMENT FOR VEHICLE HIRE (to be submitted on Rs 200/- Non Judicial Stamp Paper)

This agreement is made on this _____ day _____ 2020 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sri _____

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, Janpath, New Delhi-110001 and acting through its authorized official Sh. _____, at GMTD Office at _____. The Service Provider will provide Commercial vehicles on hire basis for use of BSNL Nizamabad for official use on the terms and conditions herein contained, and rates as mentioned 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 _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2016 year model, on the rates accepted as described in Section V to this agreement. The first bill of the contract will be paid along with the GST. For payment of subsequent bills the proof of payment of GST in respect of previous months bill paid to the Central Excise Department is to be attached. 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 2016 year of model and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider.

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to AO (Cash) O/o GMTD, NZB 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) and also carry log book printed by the Service Provider as per the Format (Appendix-I) prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of the log book, the bills shall be raised to BSNL by the Service Provider. 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.

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

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause-11 of Section 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.750/- per occasion.

11.2 The penalty for absence during extra Hours. Rs.150/- per occasion and for temporary absence during duty hours without valid permission shall be Rs.110/- 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. 300/- per occasion will 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: GMTD-NZB/ADMIN/Tender/Hired Vehicles/2019-20/05 Dated 30.12.2019 including its all schedules, annexure/ appendix (which we annexed to this agreement), shall form part and parcel of this Agreement and be integral part of this agreement for all purposes.

14. The 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 for violation of parking & traffic rules and other criminal offences arising out of or concerning the use of the vehicle during the hire period. If any toll Charges, parking charges or entry Taxes payable locally, 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. The service provide cannot provide privately owned vehicles and vehicles registered as private vehicles.

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

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 as driver. The payment to the drivers engaged will be paid through cheque only by the contractor. A certificate in this regard is to be submitted by the contractor that he has paid the drivers through cheques and deposited the EPF contribution for the last month, for effecting the payment of the next month.

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21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document.

22. The KMs not used during a particular month shall be carried over to the subsequent three months and extra KMs if any travelled during these three months will be adjusted against these unused KMs. If the shortage is not adjusted within three months a proportionate amount will be deducted from the present bill.

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD, BSNL, Nizamabad or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD, BSNL Nizamabad 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 GMTD, BSNL Nizamabad shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties.

Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be office of GMTD, BSNL, Nizamabad 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 Annexure –VIII 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 the DGM : _____

BSNL

Address : _____

Fax _____, Tel No: _____ Email _____

28. In case, while on duty and during the course of engagement in the work premises of the Company under this agreement, if any Transporter's work force meets with any injury indisposition due to accident or other natural calamities, the transporter shall ensure that immediate and adequate medical aid viz., First aid and subsequent treatment facilities are to be provided to the person(s) concerned free of cost and without fail. In addition, the contractor shall also be liable for meeting with statutory liabilities under the ESI/PF or Workmen' Compensation Act.

29. The transporter shall indemnify and compensate the Company if the Company as Principal Employer becomes liable to assume any liability towards the workforce engaged by the transporter. In any such eventuality the provisions relating to recovery as provided in the relevant clauses of the Act shall be applicable.

30. The Company will have privacy of contract with transporter only and will give instructions to him and will have nothing to do or be connected with the conditions of employment of the workers working for the contractor. The workers engaged by

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the transporter shall not have any claim against the Company for regularization etc. and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to end or his contract is rescinded or cancelled or terminated under any other clause of the contract or by operation of any law.

(Name of Service Provider)

Address: _____

Tel: _____ Fax : _____ E-mail : _____

And

Name of the GM/DGM/AGM

Bharat Sanchar Nigam Limited, Nizamabad.

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 _____

For and on behalf of the BSNL For and

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2

Signed _____

on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1

2

FORMAT OF LOG BOOK SHEET

FOR SUCCESSFUL BIDDER ONLY
(Print Name of the company & address)

(to be filled by the contractor)

Bill No _____

Date _____

1. Regn No of the Vehicle & Model : _____
2. A/C or Non A/C : _____ Model & Year : _____
3. Name, Designation & Address of user _____

(to be filled by the user)

Date	Time		Total Hrs	Extra Hrs	Meter Reading		Total Kms	Purpose of Journey	Place Visited	Driver's Signature	User's Signature
	From	To			OMR	CMR					

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

(Part of agreement for vehicle hire)

The List of authorities
(Approved by Head of SSA)

Period of Contract from _____ to _____

Name of the SSA _____ Name of the Circle _____

Sl. No	Name of the unit	Address	No. of Vehicles allotted for hire	Monthly hire charges per vehicle	Make	Model	Monthly contract KMs

Signed _____

For and on behalf of the BSNL

Name (caps) _____

Position _____

Date _: _____

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

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 authority (the BSNL)

Order details

BSNL's order number _____ Service Provider's reference _____
Name of the Hiring unit _____
Name of the 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 _____

Vehicle Inspection: The vehicle inspected by undersigned on _____ and it is fit for deployment.

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 _____

STATEMENT OF VEHICLES OWNED BY THE BIDDER

BIDDER'S NAME: _____

COMPANY'S NAME : _____

Details of "OWNED" vehicles not older than make of year 2016									
Sl. No	Registration No.	Model (Year)	Date of Registration	Vehicle Owner 's / Name	Vehicle Type (Non AC MehinraJeeps / Bolero / Tata Spacio / Sumo / Qualis or equivalent)	Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									

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.