



BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/o THE GENERAL MANAGER, TELECOM DISTRICT ADILABAD-504001

Visit us at <https://bsnl.etenders.in> or <http://www.telangana.bsnl.co.in>

BID DOCUMENT

TENDER FOR HIRING OF MULTIUTILITY COMMERCIAL NON-AC VEHICLES FOR ADILABAD TELECOM DISTRICT

TENDER NO. TD/ ADB/ GENERAL / HIRING VEHICLES/ 2019-20/5

DATED: 23.08.19

1. Estimated Cost:

1. Adilabad SSA Adilabad, Nirmal, Mancherial and Kagaznagar Divisions : Rs 40,12,800/-

2. Earnest Money Deposit:

1. Adilabad SSA Adilabad, Nirmal, Mancherial and Kagaznagar : Rs 1,00,320/-

3. Cost of Bid Document: Rs 590/-

4. Signature of the Bidder:

5. Name of the Bidder:

6. Date of issue of Tender (online only) : From 27.08.19 to 11.09.19

7. Last Date for Bid Submission : 1300 hours of 11.09.19

8. Date of opening of Tender (online only) : 12.09.19 at 1600 hours (IST)

9. Signature & Seal of issuing authority:

Read, understood and complied.

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Read, understood and complied.

SECTION-I

NOTICE INVITING E-TENDER

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

NOTICE INVITING E-TENDER FOR HIRING OF NON-AC COMMERCIAL VEHICLES

TENDER NO. TD/ ADB/ GENERAL / HIRING VEHICLES/ 2019-20/5

DATED: 23.08.19

1. On behalf of the General Manager, BSNL, Telecom District, Adilabad, online tenders are invited from prospective Service Providers having ownership / company lease of any of the following type vehicles and minimum one vehicle must be owned by the service provider.

Multi Utility Vehicle Non-AC (TATA Sumo/ TATA Spacio/ Bolero / Camper/ Scorpio etc)
-2016 model or later models.

The bidder should have a valid experience certificate from a competent authority of any PSU/ Central/ State Govt/ reputed Private Limited Companies/ Firms for having executed similar contracts. Full details of vehicles and a clear declaration that the firm will be able to supply the above said models of vehicles is the prime requirement of the bidder.

2. Intending eligible bidders (except eligible MSEs as in Section IV -1.4 and 1.5) have to pay **Bid Fee of Rs 590/-** (Rupees five hundred ninety only) (non refundable) on all working days **up to 1300 hours of 11.09.19** to Accounts Officer(Cash), O/o GMTD, BSNL, Adilabad-504001 as cost of Tender Document. The payment will be accepted in the form of crossed Demand Draft drawn on any Scheduled Bank in Adilabad in favour of Accounts Officer (Cash), O/o GMTD, BSNL, Adilabad. Bidders have to deposit 10% of tender value as security deposit.

Note:

BSNL has adopted e-Tendering. For further details, kindly visit our website <https://bsnl.etenders.in>.

Read, understood and complied.

3. Accessibility of Tender Document.

Tender documents can be obtained only by downloading from the website <https://bsnl.etenders.in>. The tender documents for participating in e-tender shall be made available from **11.00 hours of 27.08.19.**

4. Participation in Tendering.

Bidders must register on the e-tender portal <https://bsnl.etenders.in>, if not registered earlier and follow all the instructions for participating in bidding for the tender.

Service Provider's Information: The TS BSNL has adopted e-procurement system for some of its SSAs/District Offices through <https://bsnl.etenders.in>. The details of our e-Procurement Service provider are as follows:

M/S Nextenders (India) Pvt Ltd.

Contact No:0771-4079400 / 4079420 Extn:2

Email Support: support.bsnl@nextenders.com

Please contact M/S Nextenders for DSC issuance / requirements for registration and participation in e-tender.

After successful registration on the above mentioned portal, you will get a link in by auto generated e-mail on your registered e-mail id. Click on that link to activate your user ID to access the website.

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

Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.

Note:

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

Non payment of Bid Fee will lead to cancellation/ rejection of bid. The intending bidders are required to make a DD for EMD.

BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Read, understood and complied.

Tender for hiring of multi-utility commercial Non-AC Vehicles in ADB SSA

5. The bidder shall furnish a declaration under his digital signature that no additions/ deletions/ corrections/ modifications have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on e-tender portal/ aforesaid portals viz <https://bsnl.etenders.in>.

In case of any addition/ deletion/ correction/ modification/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily. This shall be deemed to be considered as cheating and the bidders may be blacklisted and forbidden to participate in this/ other tenders, along with other penal action, at its discretion.

Note:

All documents submitted in the bid offer should be preferably in English. In case the certificates, viz. experience certificate, registration certificate, etc. are issued in any 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.

Bid Documents and subsequent clarifications, if any, may be down loaded from websites <https://bsnl.etenders.in>.

Tender for hiring of multi-utility commercial Non-AC Vehicles in ADB SSA

The Bid Form down loaded from website must be accompanied by DD towards the cost of tender documents and the scanned copy of the same should be kept with the Technical Bid, in addition to the EMD and should be submitted on online.

The original DD of BID FEE and EMD should be sent in sealed envelope superscripted "Tender for Hiring Vehicles" to the following address either by registered post/ courier or in person before **13.00 hours of 11.09.19.**

Assistant General Manager (HR & Admin),
BSNL, 1st floor, O/o General Manager,
Opp. Collectorate, Adilabad-504001.
Ph. No. 08732-236979.

Place:

Assistant General Manager (HR & Admin)
BSNL, O/o GMTD, Adilabad.

Date:

Read, understood and complied.

SCHEDULE TO THE INVITATION OF TENDER

1	Designation and address of the authority inviting tender	GMTD, BSNL, Adilabad
2	Tender No.	TD/ ADB/ GENERAL / HIRING VEHICLES/ 2019-20/5 DATED: 23-08-19.
3	Time and date of issue of bid document	From 11.00 hrs of 27.08.19 online through e-tender portal https://bsnl.etenders.in .
4	Tender Cost	Rs 590/- (Rupees five hundred ninety only)
5	Estimated Cost for Adilabad SSA	Rs 40,12,800/-
6.	EMD for Adilabad SSA	Rs.1,00,320/-
7.	Last Date and Time of submitting bid on online	1300 hours (IST) of 11.09.19.
8.	Date and Time of opening of tender on online	1600 hours (IST) of 12.09.19
9.	Minimum validity of Tender offer	180 days from the date of opening of bid.
10	Type and Number of vehicles required	Multi-utility commercial non-ac vehicles like TATA Sumo/ TATA Spacio/ Bolero/ Camper/ Scorpio, etc. Adilabad Division 4 nos Nirmal Division 1 no Mancherial Division 2 nos Kagaznagar Division 1 no Total 8(Eight) nos
11	Duration of contract	ONE YEAR. GMTD-ADB reserves the rights to extend the contract for another one year in steps of three months on the same terms and conditions and rates.

Read, understood and complied.

SECTION-II

SCOPE OF WORK

1. MODEL OF VEHICLES.

The bidder is required to provide multi-utility commercial non-ac vehicles of 2016 or later models fully conforming to RTA/ RTO regulations along with fuel and with licensed drivers with working mobile telephones etc. and carry out periodical maintenance and execute the work through their supervisor(s) or otherwise.

2. 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 is also to be met with at the same rate on pro-rata basis quoted for regular work.

3. AREA OF OPERATION.

Adilabad Division , Nirmal Division, Mancherial Division and Kagaznagar Division of Adilabad Telecom District. However, the vehicle of one division may be used / diverted to other divisions as per requirement.

4. VEHICLE COLOUR & CONDITION.

No sign writing/ colouring etc. than standard factory designs. No dent extra, and interior & exterior should be good in good condition.

5. DRIVER DRESS.

Well dressed with uniforms and shoes and of clean habits.

6. CORPORATE LOOK.

The above requirement at serial numbers 4 & 5 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, BSNL, Adilabad may give relaxation for short duration, if requested in writing.

7. PERIOD OF AGREEMENT:

One year from signing of the agreement, extendable as per **Clause-16 of Section-IV.**

8. MONTHLY EXPECTED RUN:

The vehicles are required to run normally for 2000 Km in a calendar month as per duty hours/ days as defined in Section-V. The rates are to be quoted accordingly.

Read, understood and complied.

9. 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 &Admin) of this office or any officer nominated on his behalf, shall issue "Fit certificate as per tender" for the vehicles offered. No vehicle shall be used by field officers if it has no valid approval of AGM (HR &Admin). The bidders may note that this office shall not make any payment of vehicles without this fitness certificate, even if the vehicles might have been used by the controlling officers due to lack of this information due to transfer etc.

10. OBLIGATION / RESPONSIBILITY OF VEHICLE PROVIDER.

Obligations/responsibilities of service provider as in Section-III and General (Commercial) Conditions envisaged as in Section IV, specifying the work in detailed manner are to be followed scrupulously.

11. SUMMARY.

Required vehicles for the use of BSNL, Adilabad is summarized below.

As per monthly requirement, the vehicles will be requisitioned. The monthly KM hire slab on which vehicles are required and the estimated number of such hirings per month are tentatively indicated below.

Type of vehicles required	Number of vehicles required	Mileage required per month
Multi-utility commercial non-ac vehicles like TATA Sumo/ Spacio/ Bolero/ Camper/ Scorpio/ etc.	1. Four (4) nos. for Adilabad Division Area. 2. One (1) no. for Nirmal Division Area. 3. Two(2) nos. for Mancherial Division Area. 4. One (1) no. for Kagaznagar Division Area. Total Eight (8) nos.	2000 Km per month

The above requirement is tentative and the actual requirement may vary as per field requirement.

Read, understood and complied.

SECTION-III

SERVICE PROVIDER OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as Commercial Vehicles on hiring basis for running within the jurisdiction of Adilabad Telecom District. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality of service.
2. **Quantity 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.
3. **Duty Hours** of vehicles are normally required for twelve hours per day on all working days of month. However, actual duty hours/day shall be specified by actual users of vehicle. Normally, the duty hours are 09.00 AM to 09.00 PM.
4. **Reporting place** for vehicles is within the jurisdiction of Adilabad Telecom District. Actual place of reporting shall be specified by users of vehicles.
5. **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 the delivery address and the garage/ normal parking place will be allowed on actual basis or 3 Km, whichever is less, in each way.
6. **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 under taken (including those taken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of contract.
7. **Miscellaneous Conditions.**
Service Provider should comply with the following:
 - I. **Telephones and e-Mail IDs.**
Telephones (landline and mobile) and e-Mail IDs, where requisition of vehicles can be conveyed all the 24 hours, 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.

Read, understood and complied.

IV. Statutory Requirements.

EPF / ESI / Wages and all applicable statutory laws should be followed.

- V. **Govt. Tax** for paying the vehicles in Adilabad Telecom District will be borne by the Service Provider.
- VI. **Parking/ Toll Charges**, if any may be claimed by producing valid parking/ toll slips.
- VII. **Driving License** of drivers, duly attested, should be submitted during the contractual period.
- VIII. **Consumables** like lubricants, tyres, tubes, battery and repairs and maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- IX. **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 of BSNL.
- X. **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (Annexure-VII) and should ensure that at the end of duty the duty slips are completed and signed by the users.
- XI. **Vehicles upkeep** 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 unused / excess KMs during a particular month 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 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 the end of 4th month bill.

8. Debarring Conditions.

- I. No vehicle should be supplied having registration in the name of employee of BSNL or their close relatives and a certificate to this effect be given on the body of bill while submitting claim.

Read, understood and complied.

- II. No sub-contracting of the services 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 misbehaviour of driver while on duty shall be viewed seriously; penal action may be taken which may even lead to cancellation of contract in partial or full.
- IV. Service Provider shall not engage any person below 18 years of age.

9. BSNL shall have:

- 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. Such claims can be recovered from Performance Bank Guarantee also.
- 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 has to be suitably compensated by Service Provider.
- III. No responsibility for theft, burglary, fire or any mischievous deeds by his staff.
- IV. No responsibility, fully or partially, for any dispute that may arise between the Service Provider and his workers. Service Provider shall be the employer for his workers without any ambiguity.

10. Penalties for breach of terms & conditions.

- I. In case of break down after its reporting for duty, the vehicles have to be replaced by other commercial vehicles within one hour. In case of failure to provide a suitable vehicle, a penalty up to Rs 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three in a month, additional penalty of Rs 300/- per 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 75/- per hour of absence.

Read, understood and complied.

- III. In case of non-availability of vehicles for any particular day penalty of Rs 500/- per day shall be imposed in addition to the 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 documents, the vehicle may be rejected and sent back. No payment will be made on account of such rejection. However, in case of dispute, the decision of the General Manager, Telecom District, Adilabad would be final.
 - V. The service provider 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.
11. During the contract period, the prescribed vehicle model should not be changed.
 12. In any case, for whatsoever reason, vehicle or driver or both are not available, BSNL shall have the right to avail the services from outside agencies for such periods and deduct the expenditure from the bills payable to the Service Provider, in addition to levying of penalty for such events.

Read, understood and complied.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. Bidder's Eligibility.

- 1.1 The bidder should have at least one year experience certificate of satisfactory performance in similar services preferably from Government/ Public Sector or reputed Private Limited Companies/ Firms, having executed similar contracts of providing Diesel/ Petrol driven commercial vehicles.
- 1.2 The bidder should own at least one commercial vehicle registered as Taxi Permit from RTOs in the name of Proprietor/ Company/ Partners/ Firm/ Director.
- 1.3 The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model as stated above shall be provided.
- 1.4 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.
- 1.5 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.

2. Right to Accept or Reject.

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

3. Bid Forms (Two Bid Format).

- 3.1 The tender should be in Two bid format. One Superscribing Technical Bid and Second Financial Bid. And both the bids should be submitted online in the e-tendering portal <https://bsnl.etenders.in>.

Read, understood and complied.

3.2 The BID Cost DD and EMD DD in turn be put in one envelope and this envelope should be superscripted "Tender for Hiring Vehicles". The envelope should be duly sealed. The envelope should reach the following address on or before **1300 hours of 11.09.19**:

Assistant General Manager (HR & Admin),
BSNL, 1st floor, O/o GMTD, Vidyanagar,
Adilabad-504 001

The tendering Authority shall not be responsible if the bids are delivered elsewhere.

The bidder shall furnish a declaration under his digital signature that no addition/ deletion/corrections/ modifications have been made in the downloaded tender document being submitted and it is identical to the tender document appearing in the online portal <https://bsnl.etenders.in>.

3.3 Tender will be opened online on the due date of opening i.e. **1600 hours of 12.09.19**. The sealed envelope containing BID COST & EMD will be kept in BSNL's custody. The time and date 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. Incomplete Tender is liable to be rejected. All Columns should be filled in with relevant details and no column should be left blank.

3.4 Financial Bid of the selected bidders only will be opened.

3.5 Bidder shall furnish the documents as per Technical Bid Form at Annexure-II. Bid submitted without Bid Fee, EMD, Experience Certificate as per clause 1.1 of Section-IV and proof of owning/ on-lease minimum numbers of vehicles as mentioned in clause 1.2 of section-IV will be treated as non-responsive and bid shall be rejected.

3.6 Rates should be quoted as per the Schedule of Requirement & Hire Charges at Section-V and should be enclosed to Financial Bid Form at Annexure-III. The format for Financial Bid should not be changed in any manner. Addition/ deletion/ alteration of text will automatically render the tender invalid and therefore, will be summarily rejected.

3.7 The duly filled tenders must be accompanied with Bid Cost and Bid Security DDs scanned copies and should be submitted on line.

Read, understood and complied.

- 3.8 The sealed envelope of original DDs of BID COST & EMD should be submitted to AGM (HR & Admin), BSNL, O/o GMTD, 1st Floor, Adilabad-504001 on or before **1300 hours of 11.09.19** either by registered post or courier or in person.
- 3.9 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 3.10 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.
- 3.11 At any time, prior to the date of submission of bid, BSNL may, for any reason whether on its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 3.12 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.
- 3.13 The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

Read, understood and complied.

4. Bid opening

BSNL shall download the Technical Bids containing documents as per clause (3.4) in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids online 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-VI). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid online will be intimated later on. The financial bid will be opened only for those cases who fulfill the eligibility conditions and furnish all documents as given in Technical Bid. Only one person for each bidder will be allowed to participate in the bid opening.

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 price of the services offered inclusive of all levies and charges, but excluding service tax, as indicated in the price schedule in Section-V of the bid document, which are indicated in scope of work in Section-II.

5.4 The procedure adopted for comparison of substantially responsive bids shall be based on the basic rate of hire of the services for the vehicles indicated in scope of work in Section-II, inclusive of all levies and charges but excluding service tax etc as indicated in schedule at Section-V of the Bid Document. Determination of L1 and L2 will be done based on the basic rates (net cost to BSNL, inclusive of all levies, taxes, etc.) excluding GST.

Read, understood and complied.

6. Award of Contract.

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. Unless there is only single successful bidder, award of contract will be done 70% to L1 and 30% to L2. The bidder 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 bid document.

7. Right to vary quantities.

BSNL reserves the right at the time of award of contract or at any time during the validity of the contract including its extended period if any to increase or decrease 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.

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.

10.1 The bid shall remain valid for **180 days** from the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

10.2 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 any of the conditions of the bid.

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in Section-V. The composite price should include all type of taxes, levies, etc. but exclusive of Service Tax, which is payable as per applicable rates from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

Read, understood and complied.

11.2 The price quoted by the bidder shall remain fixed during entire period of contract including its extended period if any and shall not be subject to variation on any account unless otherwise approved by GMTD, BSNL, Adilabad. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

12. Bid Security.

12.1 Pursuant to clause 3.6, the bidder must deposit 10% of the estimated cost as Bid Security. The Bid Security shall be in the form of DD in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Adilabad. The bid security will not earn any interest.

12.2 The successful bidder's bid 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. Forfeiture of Bid Security.

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

Tender for hiring of multi-utility commercial Non-AC Vehicles in ADB SSA

1. To sign contract in accordance with clause 8.
2. To furnish performance security in accordance with clause 17 of Section-IV.
3. A bid not secured in accordance with Para 12.1 shall be rejected by the BSNL as Non responsive at the bid opening state and returned to the bidder unopened.
4. The bid security of unsuccessful bidder will be discharged / returned.

5. Terms of Payment.

14.1 The payment shall be made after receipt of bill in the O/o GMTD, BSNL, Adilabad, duly certified by the users in all respects. Monthly bills i.r.o. vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment.

Read, understood and complied.

GST should be paid as per the government norms.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

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

15. Clause-by-clause compliance.

A clause-by-clause compliance of services to be provided shall be given as per Scope of Work under Section-II and General (Commercial) Conditions under Section-III. In case of deviation, a statement of deviation shall be given.

16. Duration/ Period and financial terms of Contract.

Normally contract will be awarded for 1 (one) year. However, GMTD, Adilabad reserves the right to extend the tender for another one year in the steps of three months on the same terms and conditions and rates, subject to, satisfactory performance of the firm and subject to extension of agreement between the BSNL and the Service Provider. BG is to be extended for the extended period. On financial front, during extension of tender, an additional of 25% of estimated cost may be incurred with due approval.

17. Performance Security.

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security before entering into agreement.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Proforma provided in Annexure-IV of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract including the extended period if any.

17.4 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.

17.5 In case of Bank Guarantee, the BG should be submitted to the AGM (HR & Admin) directly by the Bank authorities and not by the tenderer.

Read, understood and complied.

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 **two clear working days notice in writing to the Service Provider.**

18.2 All instructions, notices, 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, or by e-mail, 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 any 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.

18.4 The General Manger, BSNL, Telecom District, Adilabad reserves the right to terminate the agreement by giving **two weeks notice**, in case of breach/ violation of tender agreement by the Service Provider.

18.5 **OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT BY CONTRACTOR):**

- i. The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work, exclusive of purchase and/ or hire of material, machinery and other equipment for use in or in respect of his work.
- ii. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment and hand over as BSNL may direct.
- iii. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contract.

Read, understood and complied.

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.

21. Prices.

21.1 The rates should be on monthly basis. The KM slab for monthly hire is shown in Scope of Work in Section-II. The rate for extra per hour detention and extra per km running is to be indicated.

21.2 The price quoted by the bidder shall remain fixed during entire period of contract including its extended period, if any, and shall not be subject to variation on any account, unless otherwise approved by BSNL.

22. Miscellaneous Conditions.

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

22.2 BSNL reserves the right to award the tender to more than one contractor in which case, the quantum of work will be distributed in the prescribed ratio between the L1 tenderer and others. However, BSNL reserves the right for placement of full tendered quantity on the lowest Bidder.

22.3 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.

Eead, understood and complied.

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

23. Force Majeure.

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract. The services 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.

24. Arbitration.

24.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (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, Adilabad 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, Adilabad 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 reason, whatsoever, the GMTD, BSNL, Adilabad 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

Read, understood and complied.

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 reenactment thereof or any rules made thereof.

24.2 The venue of Arbitration proceeding shall be Office of GMTD, BSNL, Adilabad or such other place as the arbitrator may decide.

24.3 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 thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

25. Set Off (Recovery of Sum Due).

25.1 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.

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

25.3 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.

26. Declaration for near relative.

Declaration for near relatives as specified in the Appendix –I to be submitted along with the tender document.

Read, understood and complied.

SECTION-V

SCHEDULE OF REQUIREMENT AND FINANCIAL OFFER

Financial Offer for for hiring of multi-utility commercial non-ac vehicles (e.g.TATA Sumo/ TATA Spacio/ Bolero/ Camper/ Scorpio etc.)

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

S.No.	Item	Rate quoted per month per 2000Km (in words & figures)
1	Basic Rate (in Rs for one vehicle)	

For Extra Kilometer (in Rs/Km) : Rs. 11/-

Detention charges for beyond duty hours (Rs/hour) : Rs. 30/- per hour

Night Halt Charges (Rs/Halt) : Rs. 140/-

Rates quoted are inclusive of all taxes, levies, etc., excluding GST.

Evaluation shall be done based on basic rate.

Evaluation procedure will be as per clause 5.5 of Section-IV

DATE

SEAL

SIGNATURE

Read, understood and complied.

SECTION-VI

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this day of 20 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 Limited (herein after called the General Manager Telecom District,
Adilabad) and acting through its authorized official Sri,
at

The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Limited for
official use on the terms and conditions herein contained, and rates as mentioned in Section-V. The
“Service Provider” has deposited Bank Guarantee of 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 hereinafter mentioned,
will provide commercial vehicles not older than three year model or otherwise approved by
BSNL, on the rates accepted as described in Section-V.
2. The Service Provider shall comply with all the terms and conditions of Bid documents
which are part and parcel of this agreement and forms integral part of this agreement and
also the following.
3. The authorities of BSNL shall place an order for their requirement on the official Hire Order
Form (hereinafter 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

Read, understood and complied.

and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. Service Provider will provide vehicles to BSNL not older than three years, or otherwise approved by BSNL, 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. Only BSNL 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 either in letter or over phone or through e-mail 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 the Bid document 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 and also carry duty slips printed by the Service Provider as per the Format 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 these duty slips, the bills shall be raised against 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 3 Km 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.
10. In the event of any mechanical failure/ breakdown of vehicle after its reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle within one hour. Non-compliance may attract penalty.

If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL authorities within a reasonable time, 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.
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/

Read, understood and complied.

subsequent bills if penalty is more besides any other action which may even lead to termination of contract.

- 11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs 500/- per occasion .
 - 11.2 The penalty for absence during extra Hours will be Rs 100/- per occasion and for temporary absence during duty hours without valid permission shall be Rs 75/- per hour of absence.
 - 11.3 In case of breakdown of the vehicle after reporting to duty, another vehicle to be provided within one hour. Failure to do so, a penalty of Rs 200 will be levied.
 - 11.4 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs 300 per occasion shall be charged for the entire refusals.
 - 11.5 If for any reason the Service Provider is not in a position to provide a suitable vehicle as demanded by BSNL authorities and within a reasonable time, 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. The recoveries will be in addition to penalties mentioned above.
12. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever. The damages/ loss/ theft etc. of BSNL property from the vehicle is the responsibility of the Service Provider. He shall compensate the losses incurred by BSNL on such accounts; till the losses are recovered, payment of bills will be stopped or recovered from Bills/ PBG.
 13. The Bid Documents with all its schedules/ annexures/ appendices shall form part and parcel of this Agreement and integral part of this agreement.
 14. That 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 and thereafter 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 BSNL

Read, understood and complied.

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 offenses 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 sublet 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 8 of Section-III of the Bid documents. A certificate to this effect is attached to this agreement.
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 or award of penalty.
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.
22. The KMs not used during a particular month (monthly KMs slab) shall be carried over to the subsequent three months and extra KMs, if any, traveled during the subsequent months will be adjusted against these unused KMs (as per Section-III, 7(XII)).
23. In the event of any question, dispute or difference arising under the agreement or in connection therewith (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, Adilabad 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 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 neglects his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD, BSNL, Adilabad shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to

Read, understood and complied.

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 O/o GMTD, BSNL, Adilabad 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 or thereafter for the services provided and reimburse to BSNL any dues recoverable from him after 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 given proforma duly attested by a magistrate/Executive Magistrate.
27. Other terms & conditions are as per Bid documents. Tender document is integral part of the agreement.
28. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by registered mail/ e-mail or fax to a party's registered office with a copy sent to the attention of:

..... (Name of Service Provider)
Address:
Telephone (Landline) :
Telephone (Mobile)
Fax :
e-Mail:

Read, understood and complied.

Tender for hiring of multi-utility commercial Non-AC Vehicles in ADB SSA

..... (Name of the AGM (HR & Admin), BSNL, O/o the
General Manager Telecom District, Adilabad)

Address:

Telephone (Landline) :

Telephone (Mobile)

Fax :

e-Mail:

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

1. 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 registered mail or
2. immediately after e-mail is sent to authorised e-mail IDs or
3. 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 (in capitals)	Name (in capitals)
Position	Position
Date	Date
In the present of witnesses	In the present of witnesses
1.	1.
2.	2.

Read, understood and complied.

ANNEXURE-1

Statement of Vehicles owned /on lease by the Bidder

BIDDER’S NAME:

COMPANY’S NAME:

Details of “OWNED/on LEASE” Vehicles of Three Years old or less in our fleet of operation as on date:

S.No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									

Note:

Use additional sheets if required. If not owned vehicles, lease documents should be submitted for the required no. of vehicles, as per clause 3.4 of section IV.

Declaration

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

DATE

BIDDERS’S SIGNATURE

OFFICE SEAL

Read, understood and complied.

ANNEXURE-II**TECHNICAL BID**

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

1.1	Name and Postal Address of the Bidder	
1.2	Phone No.	
1.3	Mobile No.	
1.4	e-Mail ID	
2	Is your concern Recognized/ Registered (Attach Photocopy as a proof)-Tick as applicable	Yes/No
3.1	Recognized by Govt. of India as Tourist Transport operator	
3.2	Registered under Companies Act	
3.3	Registered under Shops and Establishment Act	
3.4	Registered as firm	
3.5	Proprietorship/ Any other category (please specify)	
3.6	Sister concern of (please specify name)	
4.1	Income Tax Permanent Account Number (PAN) (attach Proof)	
4.2	Income Tax Return filed for Past two financial years (attach Proof) 2015-16, 2016-17.	
5	GST Registration Number (attach Proof)	

Read, understood and complied.

Tender for hiring of multi-utility commercial Non-AC Vehicles in ADB SSA

6.1	Registration/Allotment Number of ESI (Attach proof)	
6.2	Registration/Allotment Number of EPF (Attach Proof)	
6.3	Any other social security scheme for workers (Like group insurance/personal accident insurance/pension etc. for Drivers) (Give details)	
7	Experience in years (attach Performance Certificate as per clause 1.1 of section IV)	
8	Detailed Statement of Registered commercial vehicles of 2016 or later models as per format at Annexure-I.	
9	Bank A/c Number, Bank Name, Branch with code and IFSC No. (to be furnished for making online payments)	

Declaration

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Note:

1. Attested copies of the documents as required in the schedule will be taken into consideration.
2. All the required documents shall be submitted along with the bid and no document will be considered after TOC.
3. Use additional sheets if required.

Read, understood and complied.

ANNEXURE-III
FINANCIAL BID

A: (Name & Address of the Purchaser)

.....
.....

Dear Sir,

1. Having the conditions of contract and services to be provided, 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 less than 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. Enclosed Schedule of Requirement & Hire charges (Section-V).

Dated thisDay of2019.

Signature of
In capacity of
Duly authorized to sign the bid for and on behalf of

Witness
Address
Signature

Read, understood and complied.

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 (hereinafter called “the Bank”) are bound unto GMTD, BSNL, Adilabad, in the sum of Rs for which payment will and truly to be made the Bank binds itself, its successors and assignees by these presents.

THE **CONDITION** of the obligations are:

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

We undertake to pay to GMTD, BSNL, Adilabad 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 Witness Name of Witness Address of Witness	Signature of the Bank Name Signed in Capacity of Full Address of Branch Tel. No. of Branch Fax No. of Branch
---	---

Signature of Tenderer

Read, understood and complied.

ANNEXURE-V

PERFORMANCE SECURITY BOND

(To be filled by successful bidder only)

1. In consideration of GMTD, BSNL, Adilabad (here in after called the BSNL, Adilabad) having agreed to exempt
(hereinafter called the said Service Provider(s)) from the demand of security deposit/ earnest money of Rs on production of Bank Guarantee for the due fulfillment by the said Service Providers of the terms and conditions in any agreement in connection with the contract for supply of commercial vehicles, we, (name of the bank) (hereinafter referred to as "the Bank"), at the request of (Service Provider) do hereby undertake to pay to the GMTD, BSNL, Adilabad 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, Adilabad 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, Adilabad by 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 Provider's 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, Adilabad 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 Accounts Officer (Cash), BSNL, O/o GMTD, Adilabad 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 equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of eighteen months from the date herein and further agree to extend the same from time to time (beyond 18 months), so that it shall continue to be enforceable till all the dues of the BSNL, Adilabad, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, Adilabad 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.

Read, understood and complied.

5. We(name of the bank) further agree with the BSNL, Adilabad that the BSNL, Adilabad shall have full liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Service Providers from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, %GMTD, Adilabad against the said contractor(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 variations extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL,% GMTD, Adilabad or any indulgence by the BSNL, %GMTD, Adilabad the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank 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 O/o GMTD, BSNL, Adilabad.

Dated:

For (Indicating the name of the bank)

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

Read, understood and complied.

ANNEXURE-VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To
The AGM (HR&Admin),
BSNL, O/o GMTD,
Adilabad-504001

Subject: Authorization for attending bid opening on (date) in
the Tender of

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

Order of Preference	Name	Specimen Signature
1		
2		
3		

Signature of bidder

Or

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

Note:

1. Only one representative will be permitted to attend bid opening in the order of preference.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, understood and complied.

ANNEXURE-VII

FORMAT OF DUTY SLIP

Print Name of the company & address

S.No. Date

(to be filled by contractor)

- 1. Registration No. of Vehicle:.....
- 2. Model & Year, Petrol/ Diesel/ CNG/ LPG.....
- 3. Name, Designation & address of user
-
-

(to be filled by user)

- 3. Purpose of Journey (detail)
- 4. Places visited
- 5. Meter Reading at Starting Point at closing Point
- 8. Total KMs Run
- 9. Time at Starting Point at closing Point
- 10. Extra Detention Hours (beyond duty HRs)
- 11. Charges for Parking/Toll Tax etc.....
- 12. Number of Night Halts (for outstation journey only)

Driver’s Name & Signature Signature of User

Read, understood and complied.

APPENDIX-I

Certificate on Non-Participation of near Relatives

(Certificate on Non-Participation of near Relatives in the tender called for hiring multi-utility commercial non-ac vehicles Light Commercial vehicles in the O/o General Manager, Telecom District, Adilabad 504001.)

CERTIFICATE

I, S/o,

R/o hereby certify that none of my relative(s) as defined in the 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/ misleading, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

Signed
(on behalf of BSNL)

Name (in capitals)

Position

Date

Read, understood and complied.

LIST OF AUTHORITIES ENTITLED TO ISSUE WORK ORDER

BHARAT SANCHAR NIGAM LIMITED

[A Government of India Enterprise]

(Part of Agreement for vehicle hire)

The List of authorities entitled to issue work order approved by Head of SSA:

1. Assistant General Managers (HR&Admin/ CM/ CFA), BSNL, O/o GMTD, Adilabad.
2. Area Divisional Engineers, BSNL, Adilabad/ Mancherial/ Nirmal/ Sirpurkagaznagar.

Signed
(on behalf of BSNL)

Name (in capitals)

Position

Date

Signature of Tenderer

Read, understood and complied.

APPENDIX-III

HIRE ORDER

BHARAT SANCHAR NIGAM LIMITED

[A Government of India Enterprise]

HIRE ORDER

(Only by specified authority)

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

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

Order Details

BSNL's Order Number
Service Provider's reference
Name of Hiring Unit
Name of SSA
Designation of authority hiring
Delivery address
.....

Vehicle Details

Make & Model (year of manufacture)
Fuel used
Horse Power (cc)
Euro I / II
Any other details

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 in Km

Signed
(on behalf of BSNL)
Name (in capitals)
Position
Date

Read, understood and complied.

APPENDIX-IV

UNDERTAKING

This deed of undertaking executed on this day of , 20..... 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 General Manager, Bharat Sanchar Nigam Limited, Telecom District, Adilabad having its office at Adilabad -504001 (which terms shall mean and include its successors, administrators, heirs and assigns).

Where as General Manager, BSNL, Telecom District, Adilabad invited bids for Hiring of commercial vehicles for Adilabad Telecom District. I/ We participated in the bidding process and emerged as successful bidder with respect to Tender No.: I/ We acknowledge that I/We have read and 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.
2. I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, 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:
 - 2.1 Any breach/ violation of any direction, order from any governmental authority, any provisions of the labor laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ labourers engaged by the Service Provider(s) in past and during the course of this and thereafter for the contract period.

OR

Read, understood and complied.

CERTIFICATE REGARDING NO MODIFICATION OF TENDER DOCUMENT

I/ We, the authorized signatory here by declare that the tender documents submitted have been downloaded from the website <http://bsnl.etenders.in> and no additions/ deletions/ corrections/ modifications have been made in the tender documents downloaded. Further, I/ we understand and agree that if any modifications in the tender documents is/ are noticed, the bid may be rejected irrespective of the tender being under evaluation stage or awarding stage or awarded stage or at any stage, in addition to penal actions which may include forfeiture of EMD/ SD/ criminal proceedings, as per the decision of the GMTD, Adilabad. The decision of GMTD, Adilabad shall be final and binding on both sides. 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 Bidder

Read, understood and complied.

APPENDIX-VI**BANK DETAILS**

1	Name of the Tenderer	:	
2	Name of the city	:	
3	Account Name	:	
4	Type of Account	:	
5	Banker's Name	:	
6	Bank Account number	:	
7	Branch Address	:	
8	Branch Name	:	
9	Branch Phone No.	:	
10	MICR code	:	
11	IFSC code	:	
12	Contact No. of the Tenderer (landline)	:	
13	Contact No. of the tenderer (mobile)	:	
14	e-Mail ID of the Tenderer	:	
15	PAN Number of the Tenderer	:	
16	GST Number of the Tenderer	:	

Read, understood and complied.