

**BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)**

**OFFICE OF THE PRINCIPAL GENERAL MANAGER, BSNL  
MEDAK TELECOM DISTRICT  
SANGAREDDY**

**E-TENDER No. PGM TD/SGD /HIRED VEHICLES/ 2020-21**

**TENDER SCHEDULE FOR HIRING OF VEHICLES FOR THE USE OF MEDAK  
SSA,TELANGANA TELECOM CIRCLE for the year  
2020-21**

**Signature of the Tenderer**

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**BHARAT SANCHAR NIGAM LIMITED**

**(A Government of India Enterprise)**

**Office of the Principal General Manager Telecom, BSNL Bhawan, Bypass Road**

**Medak; Tel No: 08455-276000; 08455-276808**

**No:PGMTD-MDK/ADMN/Tender/Hired Vehicles/2020-21/1 dated 10.03.2020**

Start Date & Time of online submission of Bid : 10.03.2020 18:00 Hours  
End Date and time of submission of Bid : 02.04.2020 11:00 Hours  
Date and Time of opening of the Tender : 03.04.2020 11:30 Hours

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Bid Validity period : 180 DAYS  
Tender document cost : Rs.590/-  
EMD : Rs.76,920/-

**AGM(ADMN)**

**O/o PGMTD,BSNL,Sangareddy,**

**PH:08455-279500**

(Note: Kindly see all clarifications/ corrigendum on website & read Bid Document carefully before submission & ensure that all documents are fully authenticated by the Authorized signatory)

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**Table of Contents**

Section	Details	Page.no
SECTION – I Part A	DETAILED NOTICE INVITING TENDER (DNIT)	4-5
SECTION – I Part B	SCOPE OF WORK/SCHEDULE OF REQUIREMENTS (SOR)	6
	CHECK LIST FOR BIDDER	7
SECTION – II Part A	TENDER INFORMATION	8
SECTION – II Part B	GENERAL INSTRUCTIONS TO BIDDERS	9-13
SECTION – III	GENERAL (COMMERCIAL) CONDITIONS OF CONTRACTS	14-16
SECTION – IV Part A	SPECIAL CONDITION OF CONTRACT	17-18
SECTION – IV Part B	E- TENDERING INSTRUCTIONS TO BIDDERS	19-23
SECTION - V	PRICE SCHEDULE	24
	SCHEDULE OF REQUIREMENTS AND HIRING CHARGES	
SECTION – VI	SERVICES TO BE PROVIDED	25-26
SECTION – VII	FINANCIAL BID FORM	27
SECTION – VIII Part A	TECHNICAL BID FORM	28
SECTION – VIII Part B	BID SECURITY FORM	29
SECTION – VIII Part C	BIDDER's PROFILE & QUESTIONNAIRE	30-31
SECTION – IX	PERFORMANCE SECURITY BOND	32
SECTION – X	LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING	33
SECTION – XI	FORMAT OF DUTY SLIP	34
SECTION – XII	AGREEMENT FOR VEHICLE HIRE	35-38
APPENDIX – I	SCHEDULE OF REQUIREMENTS AND HIRING CHARGES (It is not Price Schedule)	39
APPENDIX – II	PART OF AGREEMENT FOR VEHICLE HIRE	40
APPENDIX – III	HIRE ORDER	40
APPENDIX – IV	CERTIFICATE	41
APPENDIX – V	UNDERTAKING	41-42

Interested bidders may submit their offers to AGM (Admin),O/o PGMTD,SGD by means of online bids only in Electronic Tendering process at the portal <https://etenders.gov.in/eprocure/app>

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**SECTION – I Part A**  
**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 Principal General Manager Telecom, Medak SSA from prospective Service Providers/individuals having the ownership 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 4(Four) Non AC diesel driven LCV (Tata Indica/Tata Sumo/Tata Spacio/Mahindra Max, all with taxi plate registration) during the period **2015 to 2019**.Tender document can be obtained by downloading it from the website <http://www.etenders.gov.in/> or [www.telangana.bsnl.co.in.](http://www.telangana.bsnl.co.in/)

The bidders are required to submit the tender fee for an amount of Rs.590/- (Rupees Five Hundred and Ninty only) and an amount of Rs.**76,920/-** (Rupees Seventy six thousand nine hundred and twenty 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/Bankers cheque drawn on any nationalized bank/scheduled bank in favor of **Accounts Officer (Cash), BSNL Sangareddy. Other details of the tender are as follows:**

Tender.No : PGMTD/SGD/HIRING VEHICLES/2020-21/1 dated 10.03.2020

Starting Time and Date of availability of Bids	10.03.2020 18:00 Hours
Last date & time of availability of Bids	02.04.2020 11:00 hours
Last date and time for online submission of Bids	02.04.2020 11:00 hours
Date and time of opening of Tender	03.04.2020 11:30 Hours
Tender Schedule Cost	Rs 590/-
Earnest Money Deposit (EMD)	Rs <b>76,920/-</b>
Validity of the Tender	One year

Note :

1. The quantity /no. above are estimated and BSNL reserves the right to vary the quantity to extent of - 25% to +25% of specified quantity at the time of award of the contract i.e. Letter of intent without any change in unit price or other terms & conditions.

1.1 The evaluation of the tender will be done on the basis of details mentioned in the price schedule .The duration of Contract shall be one year from award of contract and it may be further extended for a period of one year not exceeding 25% of tender value, on same rates, terms and conditions.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the the website <http://www.etenders.gov.in/> or [www.telangana.bsnl.co.in.](http://www.telangana.bsnl.co.in/)

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2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(Cash), BSNL,O/o PGMTD, Sangareddy - 502001" and payable at "Sangareddy".

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

**3.0 Availability of Tender Document:** The tender document shall be available for downloading from (10.03.2020) 18: 00 Hours onwards up to 02.04.2020 11:00 hours

**4. Eligibility Criteria: -**

(1) The Bidder holding a valid certificate issued by the competent authority not below the rank of JAG Officer of a PSU/Central/State Govt. Organization for satisfactory performance of the contract of hiring vehicles. The bidder should have experience of providing at least Four (04) vehicles on monthly basis to a Govt. Organization / PSU in last two years during 2015-2019 against contractual hiring. The bidder must be registered with Regional Transport Office also.

(2) The bidder should own or should have on lease sufficient number of vehicles, the number of vehicles should not be less than four (04) nos in their name or Firm's name. The vehicles should not be older than 2016 Model and these vehicles should be registered as commercial vehicles in their names or Firm's name. The proof of ownership or lease holding should be produced along with the Technical bid. The bidder should own at least two (02) No. of vehicles in his name and two (02) No.of vehicles on lease.

(3) The bidder shall also submit full details of vehicles that can be assigned in their favour and shall give a clear declaration that firm will be able to supply commercial vehicles not older than 2016 Model.

(4) Valid PAN No.

(5) Valid GST Registration Certificate.

(6) The bidder should not be blacklisted in any unit of BSNL for the past six years and should give a declaration to that effect. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

**5. Bid Security/EMD:**

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

(a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o PGMTD, Sangareddy." and payable at "Sangareddy."

b) Bank Guarantee from a scheduled bank drawn in favour of "AO (Cash), BSNL, O/o PGMTD, Sangareddy." which should be valid for 180 days from the tender opening date, either separately for each type of tendered item(s) or total for all types of item(s).

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. End **Date & Time of Submission of Tender bids: 02.04.2020** (11.00 Hrs.).

7. **Opening of Tender Bids : 03.04.2020** (11:30 Hrs).

**Note 4:** In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8. **Place of opening of Tender bids:**

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8.1 Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) in chamber of AGM (Admn), BSNL, O/o PGMTD, Sangareddy-502001, where BSNL's Tender Opening Officers would be conducting Tender Opening Event (TOE).

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

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. PGMTD, BSNL, Medak SSA, Sangareddy." reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

**Note 5:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 6:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

#### 6 SECTION- I (Part C)

#### SCOPE OF WORK / SCHEDULE OF REQUIREMENTS (SOR)

The Bidder is required to provide LCV's fully conforming to RTA/RTO regulation for the scheduled works as mentioned in subsequent pages of NIT. The Bidder had to ensure to supply the vehicle along with fuel, driver etc., and an undertaking to carryout regular periodical maintenance works of the vehicle at his own cost. The provision of the LCV's to be done on monthly KM hire basis. The monthly KM hire slab on which LCV's are required and the estimated number of **Monthly hiring of such** vehicles are tentatively indicated below.

Officer & Station for which vehicle is required Total No. of V	Total No. of Vehicles required	Type of vehicle required	Tender Document Cost in Rs.	Estimated Cost approx. in Rs. ( for one year )	EMD approx. in Rs
One vehicle each required at different location of Sangareddy SSA	5	JEEPS - Mahindra Jeeps/Xylo/Tata Sumo /Tata Spacio /Bolero /Qualis, DIESEL NON-AC 2016 and above Model or Equivalent.		26,73,600/-	
Sangareddy	1	CARS- TATA Indica/Vista/Maruthi Swift, DIESEL 2016 and above Model or equivalent		4,03,200/-	
Total	6		590/-	30,76,800/-	76,920/-

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The above are only indicative and for regular work, the actual deployment may vary from time to time depending on work schedule, Hiring policy, intensity of maintenance, interruption duties and developmental activities etc.

The PGMTD Medak is empowered with the authority to increase or decrease the vehicles by 25 %.

**Inspection Clause:** At the time of award of contract, as per clause 6 of Section-IV, the contractor should send the proposed hired vehicles to this office premises for inspection purpose, to verify their requirements as stipulated thereon.

**Check List for Bidder**

**S.No. Contents of 1st Envelope (Techno-Commercial Bid )**

01. DD for Tender Fee as per DNIT (Scanned copy on CPP Portal and Physically to Tender Inviting Officer ).
02. Bank Guarantee/DD for EMD as per DNIT (Scanned copy on CPP Portal and Physically to Tender Inviting Officer ).
03. Valid certificate for satisfactory performance for two years during 2015-2019 {as per clause 4(1) of DNIT}
04. Proof of ownership or lease holding {as per clause 4(2) of DNIT}
05. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
06. Copy of Valid PAN No.
07. Copy of Valid Sales/ GST Registration Certificate .
08. Financial Bid Form to be submitted online only.
09. Technical Bid Form as per Section-VIII Part A and Bidder's Profile & Questionnaire duly filled & signed as per section –VIII Part C
10. Original Bid Document.
11. Power of Attorney as per clause 12.4 of Section-II Part-B. (Scanned copy on CPP Portal and Physically to Tender Inviting Officer ).
12. List of all Board of Directors of the company as per clause 5 of Section-II Part-B.
13. Near relative certificates(s) as per format-Appendix-IV and clause 8 of Section-4 Part-A.
14. Under taking as per Appendix-V
15. Clause-by-Clause compliance as per clause 10 of Section –II Part B.
16. Copy of Certificate of Incorporation as per clause 5 of Section-II Part-B.
17. Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 5 of Section-II Part-B(Whichever applicable)
- 18.. Reg. Certificate from state Director of Industries or from Secretariat for Industrial Approval (SIA), if applicable.
- 19.**Contents of 2nd Envelope (Financial Bid) to be submitted online only.**

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**SECTION- II Part A**

**Tender Information**

**1. Type of tender- : Single stage bidding and There are two stage opening using two electronic envelopes followed by e-Reverse auction if required.**

**Note :-** The bidder shall submit Techno-commercial & Financial bid simultaneously. The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened. **Financial Bid to be submitted online only.**

**2. Bid Validity Period :180** days from the tender opening date. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-

**a) Techno-commercial envelope** shall contain:-

- i) EMD(Bid Security)
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 12.3 of Section-II Part-B
- v) Integrity Pact (if applicable)
- vi) Clause-by-Clause compliance as per clause 10 of Section –II Part B.
- vii) Bidder's Profile & Questionnaire duly filled & signed.
- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed
- x) Documents stated in clause 5 of Section-II Part-B.
- xi) Tender documents digitally signed for having read it & accepted it.
- xii) Tender/ Bid form- Section VIII Part A
- xiii) Electronic Form- Technical (in case of tenders invited through e-tendering process).

**b) Financial envelope** shall contain:

Electronic Form- financial along with Price Schedule (Section V).**(to be submitted on line only)**

**Note :-** The following documents are required to be submitted offline to the AGM (Admn), BSNL, Office of the PGMTD , Medak SSA, Sangareddy.-502001 on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) EMD – Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee
- iii) Power of Attorney in accordance with clause 12.3 of section II Part B and authorization for executing the power of Attorney.

**4. Payment terms :** As per clause 04 of section-III

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**SECTION – II Part B: GENERAL INSTRUCTIONS TO BIDDERS**

**SERVICES TO BE PROVIDED :**

1. Services to be provided : are given in Section-VI.

**2. Eligible Bidders :**

(a) The Bidder holding a valid certificate issued by the competent authority not below the rank of JAG Officer of a PSU/Central/State Govt. Organization for satisfactory performance of the contract of hiring vehicles. The bidder should have at least 2 years experience of providing at least four (4) vehicles on monthly basis to a Govt. Organization / PSU during 2015 - 2019 against contractual hiring. The bidder must be registered with Regional Transport Office also.

(b) The bidder should own or should have on lease sufficient number of vehicles, the number of vehicles should not be less than four (04) nos in their name or Firm's name. The vehicles should not be older than 2016 Model and these vehicles should be registered as commercial vehicles in their names or Firm's name. The proof of ownership or lease holding should be produced along with the Technical bid. The bidder should own at least two (02) No. of vehicles in his name and two (02) No. of vehicles on lease.

(c) The bidder shall also submit full details of vehicles that can be assigned in their favour and shall give a clear declaration that firm will be able to supply commercial vehicles not older than 2016 Model.

**3. Cost of Bidding :**

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 Document :**

4.1 Bid document includes.

- a. Notice Inviting Tender.
- b. General Instructions to bidders.
- c. General Condition (Commercial) of the contract.
- d. Special Conditions of Contract if any.
- e. Schedule of Requirement and Hiring Charges.
- f. Services to be provided.
- g. Bid Form (Financial Bid).
- h. Bid Form (Technical Bid).
- i. Bid Security Form.
- k. Performance Security Bond Form.
- l. Letter of authorization to attend bid opening.
- m. Format of Duty Slip.
- n. Agreement for vehicle hiring.
- o. Appendix-I to V.

4.2 The bidder is requested to examine all instructions, forms, terms & 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 the bidder's risk and may result in rejection of the Bid.

4.3 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.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

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- (i) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I.
- (ii) Power of Attorney and authorization for executing the Power of Attorney as per clause 12.4 of Section-II Part B.
- (iii) Certificate from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with Clause 8 of Section-IV Part A
- (iv) Certificate of incorporation, if applicable.
- (v) Articles of Memorandum of Association or Partnership Deed or proprietorship deed as the case may be, latest Annual Account in Form-C6.
- (vi) List of all Directors including their name(s), Director Identification Number(s) (DIN) and telephone numbers of office and residence, if applicable.
- (vii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA) Ministry of Industries, Government of India, if applicable.

**6. Amendment to Bid Document :**

- i) 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.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

**7. Documents comprising the Bid :**

The bid prepared by the bidder shall comprise the following components :

- a. Documentary evidence established in accordance with clause (2) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Bid Security furnished in accordance with Clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid Form and Price Schedule completed in accordance with clause 8 & 9.

**8. Bid Forms :** The bidder shall complete the **Financial Bid Form** as per Section-VII along with appropriate Price Schedule as per requirement furnished in Section-V of the bid document and **Technical Bid Form** as per Section-VIII Part A

**9. Bid Price :**

- i) The supplier shall quote price as per schedule given in Section-V for all types of vehicles given in the schedule of requirement. The unit price should include all the type of Taxes, except Service Tax as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- ii) 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 will be rejected.
- iii) Discount or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**10. Clause by clause compliance:**

A clause by clause compliance of service to be provided (SECTION-VI), and special condition (SECTION-IV Part A) shall be given.

**11. Bid Security:**

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11.1 The bidder must deposit Rs.76,920/- (Rupees seventy six thousand nine hundred and twenty only) as Bid Security. The Bid Security shall be in the form of **Demand Draft/Bank Guarantee and BG shall be valid for 180 days** from the date of tender opening and may be submitted in separate cover.

11.2 The successful bidders' security will be discharged upon the bidders' acceptance of the award of contract satisfactorily in accordance with clause 20 and furnishing the performance security.

**11.3 The Bid Security may be forfeited :**

If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form. If the successful bidder fails

i) to sign contract in accordance with clause 22.

ii) to furnish performance security in accordance with clause 2 of Section-III.

iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as non-respective at the bid opening stage and returned to the bidder unopened.

iv) The bid security of unsuccessful bidder will be discharged/returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

**12.0 FORMAT AND SIGNING OF BID**

12.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. **All the documents must be authenticated, using Digital Signature by the authorized person.** The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

12.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

**12.3 Power of Attorney**

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

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

(d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

**13.0 SEALING AND MARKING OF BIDS**

13.1 The bid should be submitted as per Clause 3 of tender information.

**13.1.1** The bids may be called under Single Stage Bidding & Two Envelope System. The details of sealing & marking of bids in each case is given below:

13.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes; The First e-envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid security as per Clause 11. Second envelope will be named as e-Financial bid Containing Price Schedules as per Section V.

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#### **14.0 OPENING OF BIDS BY PURCHASER**

14.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

14.2 A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.

14.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM(Admn) ,O/o PGMTD, Sangareddy.-502001 for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives by sending them a suitable notice.

1 The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b). Name of the item
- c). EMD amount & validity and acceptability
- d). Information in respect of eligibility of the bidder.
- e). Details of bid modification/ withdrawal, if applicable.

2 The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

14.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

#### **15.0 CLARIFICATION OF BIDS**

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

15.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

#### **16.0 EVALUATION**

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

16.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

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

16.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

16.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

16.6 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 & charges (but excluding Taxes) as indicated in the price schedule in Section-V of the bid document.

**17. Award of Contract:**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within two (02) weeks of issue of letter of intent, give his acceptance along with performance security in conformity with clause 11 of Section II Part B and as per format shown in Section-IX of the bid document.

**18. Right to vary quantities:**

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

**19. Signing of Contract:**

19.1 Signing of Agreement shall constitute the award of hiring contract of the bidder.

19.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 11.

**20. Annulment of Award:**

Failure of the successful bidder to comply with the requirement of clause 22 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.

**21. Period of Validity of Bids:**

(i) The bid shall remain **valid for 180 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.

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**Signature of the Tenderer**

**SECTION - III**

**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. Application :**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

**2. Performance Security :**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the value of the services to be provided within 2 weeks of conveying BSNL's intention for accepting the bid as performance Security.

2.2 Performance Security shall be submitted in the form of Demand Draft/Fixed Deposit/Bank Guarantee issued by a scheduled Bank and BG should be in the Pro-forma provided in the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor 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.

**3. Execution Time Limit :** The time period as stipulated in the contract or letter shall be deemed to be essence of the contract.

**4. Payment Terms :**

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips signed by the user. The copy of service tax paid for previous months as the case may be should be produced along with the bills for payment. 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.

**4(a) Prices :**

4(a) i) Rates charged by the Contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.

ii) 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.

iii) In case of increase of 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.

**5. Termination of Contract :**

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the General & Special Conditions of the contract.

5.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

**6. Termination for insolvency :**

**Signature of the Tenderer**

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

**7. 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.

**8. Arbitration :**

8.1 In the event of any question, dispute or difference arising under this 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 the sole arbitration of the PGMTD , BSNL, Sangareddy. or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGMTD , BSNL, Sangareddy. or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the PGMTD , BSNL, Sangareddy. or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the PGMTD , BSNL, Sangareddy. or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is 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 Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the PGMTD , BSNL, Sangareddy. or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

8.2 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 the 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.

8.3 The venue of arbitration shall be BSNL, Circle Office, Sangareddy.

**9. Set Off :**

**Signature of the Tenderer**

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Any sum of money due and payable to the contractor (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 contractor with BSNL.

**10. Price Revision :**

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

Increase or decrease in Petrol/Diesel during the month =

Actual Kms. run by the vehicle X (Revised rate per litre – Base rate per litre) Average Kms. per litre of Diesel/Petrol consumption (KMPL).

**(Note :** The Base Rate of Petrol / Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **9 Kms. in case of AC cars** and **12 Kms in case of Non-AC Cars in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).

10.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th Sept. and 31st Dec. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel prices as on date of award of contract.

10.3 In case of minimum average run per litre of fuel (i.e. Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

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

**11. COURT JURISDICTION :**

1.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of Letter of intent shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

11.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ Work Order entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ Work Order has been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ Work Order is subject to jurisdiction of Court at Sangareddy. only".

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**SECTION –IV Part A**

**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in Section-II Part B and general (commercial) conditions of the contract as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Govt. 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.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {(Non-executive employees working in O/o PGMTD, Medak SSA, Sangareddy. & executive employees (also called Group-A & Group-B Officers working in O/o PGMTD, Medak SSA, Sangareddy. } either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as : (a) Members of a Hindu Undivided Family, (b) They are husband and wife,  
(c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter in-law), Daughter's husband (son-in-law), brother(s) & brother's wife, sister's husband brother-in-law).
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section-29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.

**Signature of the Tenderer**

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10. The Contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms & conditions. The number of such vehicles to be supplied extra will not be more than 25% or original schedule or requirement in the NIT.
11. A vehicle which is not registered for the commercial purpose shall not be supplied to BSNL in any case and Taxes, Insurance, Road Tax etc. due on such vehicles shall be liability of the Contractor. 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.
12. The Contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. The BSNL intends to limit the number of technically and commercially responsive 03(THREE) bidders. The list of such bidders shall be arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the number of vehicles shall be as given in Table below. No. of Bidders to be approved (Col. 1) Number of vehicles allotted to the respective bidder (Col. 2) L1 L2 L3 One bidder 100% Nil Two Bidders 60%/40% /Nil .Three Bidders 50 %/ 30 % / 20 %. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
15. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to BSNL as and when demanded.
16. The Contractor should ensure that at the end of duty, the duty slips are completed and signed by the users. The duty slip in duplicate copy form to be printed and serially numbered by the Contractor as per the format given in Section-XI.
17. The Contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.
18. The contractor should provide the particular make of vehicle not older than 2016 model. However if contractor provides similar diesel commercial vehicle of different make & model but not older than 2016 model then BSNL only reserves the right to accept such vehicle.

**SECTION - IV Part B**

**E-tendering Instructions to Bidders**

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## **1. General**

Submission of Bids through online process is mandatory for this EOI.

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

Benefits to Suppliers are outlined on the Home-page of the portal.

### **Instructions**

#### **I. Tender Bidding Methodology:**

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

#### **II Broad outline of activities from Bidders Perspective:**

1. (a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MTNL Trust line / Safe Script / TCS / ACE Technologies etc.

2. Bidder then logs into the portal giving user id / password chosen during enrollment.

3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5. The Bidders can update well in advance, the documents such as certificates, Work order details etc. under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

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

**Signature of the Tenderer**

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

**27. Bid related Information for this Tender (Sealed Bid)**

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

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

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

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

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

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

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

**28. Offline Submissions:**

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

1. EMD-Bid Security (Original copy).
2. DD / Bankers cheque for EOI Fee drawn in favour of AO(Cash), BSNL,Sangareddy
3. Power of attorney if applicable

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

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

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

**30. Special Note on Security of Bids**

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

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

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

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

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

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

**Help Desk Nos of CPP Portal:**

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

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## No:PGMT-MDK/ADMN/Tender/Hired Vehicles/2020-21

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

BSNL Contact-1	
BSNL's Contact Person	J.Srilakshmi
Telephone/ Mobile	9490134400
E-mail ID	sdeplngsgd@gmail.com
BSNL Contact-2	
BSNL's Contact Person	S J Chaitanya
Telephone/ Mobile	9441244244
E-mail ID	<a href="mailto:sdeplngsgd@gmail.com">sdeplngsgd@gmail.com</a>

### SECTION-V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES / PRICE SCHEDULE (No need to fill here, submit on line only)

SI No	Job description (Monthly charges)	Type of vehicle (1) CAR	Type of vehicle (2) MUV	Hire charges per vehicle including leaves/ Taxes of the vehicle if any	Hire charges per vehicle including leaves/ Taxes of the vehicle if any
		CARS- TATA Indica/Vista/Maruthi Swift, DIESEL 2016 and above Model or equivalent	JEEPS - Mahindra Jeeps/Xylo/Tata Sumo /Tata Spacio /Bolero /Qualis, DIESEL NON-AC 2016 and above Model or Equivalent	Figures Rs.	In words Rs.
1	For 2000 KMs/ month (Basic KM category-II)				
2	Extra per Hr.beyond 12				

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	Hrs detention charges				
<b>3</b>	Extra per KM beyond basic KM (CategorII)				
<b>4</b>	Outstation night halt charges				

**NOTE:** Supplier should quote price, excluding GST .

**SECTION-VI**

**SERVICES TO BE PROVIDED**

1. Service Provision of commercial vehicles with licensed drivers, registered commercial vehicles on Hiring basis for running in Medak SSA .
2. Period of Contract Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended further a period of one year not exceeding 25% of tender value, on same rates, terms and conditions if agreed by the contractor and BSNL on the same rates, terms & conditions after ensuring competitiveness of the rates.
3. Quantity Estimated number of vehicles to be hired is 26 however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. Duty hrs. 9 AM to 9 PM Twelve hours per day on all days of month except Sundays (Weekly Off days).However actual hours to be deployed shall be specified by users of vehicles, beyond two hours during night hours will be counted as night halt, and eligible for Rs 150/- for halt allowance.
5. Notice period i) For regular requirements one day in advance.  
ii) Telephonic intimation shall be considered as notice.
6. Reporting Place Any place within the jurisdiction of O/o PGMTD , Medak SSA, Sangareddy.. Actual place of reporting shall be specified by users of vehicles.
7. Counting of distance From garage to garage but chargeable distance in this respect shall not be more than 5 Kms. in each way. Normal parking place will be allowed on actual basis or 5 KMs which ever is less.

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8. Accuracy of meters The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

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

- i) **Telephones**- Telephones, where requisition of vehicles can be conveyed all the 24hrs. Telephone Numbers must be specified in the bid.
- ii) **Identity Cards**- Proper Identity Cards after verifying the antecedents of his drivers thro' Local Govt. offices.
- (iv) **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.
- (v) **Uniforms**- provides his employees uniforms as required under the rules, which shall be worn by them all the time while on duty.
- (vi) **Statutory Requirements**- It is desirable to have the Registration with EPF, ESI Code, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same to execute this service, within one month of commencement of Contract.
- (vii) **Govt. Tax / Levy / Duty** other than GST for plying the vehicles will be borne by the Service Provider.
- (viii) **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, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- ( x) Assign** driving to only qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xi) Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (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.
- (xiii) Vehicles should be fit to carry men, material, machinery, Tools / testing instruments including Ladder ...etc. with ample space for loading cables, equipment, Instruments.

#### **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 this tender.

III The tampering of meter reading, vehicle usage timings, overwriting of summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.

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

#### **10. BSNL will not have obligation:**

I.No liability what so ever for payment of wages/salaries other benefits and allowances to his

**Signature of the Tenderer**

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personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.

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

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

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

**11. Penalty for breach of terms & conditions-**

I In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.

II. 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.100 per hour of absence.

iii In case of non-availability of vehicles for any particular day penalty of Rs.200/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.

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

V No payment will be made for vehicles supplied by the Service Provider older than 2012 model.

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

## **SECTION-VII**

### **FINANCIAL BID FORM**

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

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos. .... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices 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 deposit the Demand Draft/Bank Guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 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.

**Signature of the Tenderer**

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6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... Day of ..... 20

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

Witness .....

Address .....

Signature

**SECTION-VIII Part-A  
TECHNICAL BID FORM**

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

A : (Name & Address of the Purchaser)

Dear Sir,

To

The .....

Bharat Sanchar Nigam Ltd.,

.....

.....

Sub.: **Sealed tender for hiring of Light Commercial Vehicles & Cars.**

Sir,

With reference to ....., BSNL Tender Notice Inviting quotations for hiring of Light Commercial Vehicles & Cars, we have read the terms and conditions in the Bid.

Document and accept the same and furnish the following documents :

1. The list of Vehicles with Models & registration numbers.

(AC and non-AC Cars separately) owned or on lease,  
which are registered as commercial vehicles.

**Signature of the Tenderer**

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- The proof of ownership or lease holding should be produced as and when called for) ..... Annexure-1.
2. PAN No. (Proof to be attached) ..... Annexure-2
3. Attested copy of Partnership Deed or proprietorship deed or Article/Memorandum of Association as the case may be ..... Annexure-3.
4. Latest Annual Audited Account in Form-C6 ..... Annexure-4.
5. GST Registration Number ..... Annexure-5.
6. A valid certificate issued by the competent authority of a PSU/Central/State Govt. Organization for satisfactory performance of the contract on hiring vehicles for atleast two years during 2015-2019..... Annexure-6.
7. A certificate on relatives working in BSNL as per Clause 7 of Section-IV of Bid Document ..... Annexure-7.

Your's truthfully,

Name .....

Address .....

Telephone .....

Seal of the Firm .....

Date : .....

### **SECTION–VIII Part-B**

#### **BID SECURITY FORM**

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 unto ..... BSNL, in the sum of Rs. .... (Rupees ..... (In Words) for which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are :

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

We undertake to pay to ....., BSNL upto 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.

**Signature of the Tenderer**

---

This guarantee will remain in force as specified in clause 11 of Section-II of the Bid Document upto 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

Full Address of Branch

Telephone No. of Branch

FAX No. of Branch

Signature of Witness

Name of Witness

Address of Witness

**SECTION- VIII PART-C**

**Bidder's profile & Questionnaire.**

**Tenderer / Bidder's Profile & Questionnaire**

**(To be filled in and submitted by the Bidder)**

**Tenderer's Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address .....

.....

.....

Telephone No. .... Mobile No. .... FAX No.

.....

3. Address of place of Works/ Manufacture

.....

.....

Telephone No. .... Mobile No. ....

4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):

Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

<b>S. No.</b>	<b>Name</b>	<b>Father's Name</b>	<b>Designation</b>
---------------	-------------	----------------------	--------------------

1.

**Signature of the Tenderer**

---

- 2.
- 3.
- 4.
- 5.

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....  
.....

7. Permanent Account No. : .....

8. Details of the Bidder's Bank for effecting e-payments:

- 1. Beneficiary Bank Name:.....
- 2. Beneficiary branch Name:.....
- 3. IFSC code of beneficiary Branch.....
- 4. Beneficiary account No.:.....
- 5. Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....  
.....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No. If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3. Kindly indicate the maximum Quantity of tendered service which you are capable of supplying within the scheduled delivery period. Name of the tendered Item Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....  
.....

Place.....

Signature of contractor .....

Date ..... Name of Contractor .....

**Signature of the Tenderer**

---

**SECTION-IX  
PERFORMANCE SECURITY BOND FORM**

1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi (hereinafter called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_ (hereinafter called the said contractor(s) from the demand of security deposit earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. .... (Rupees ..... (In Words) for the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_, Contractor's do hereby undertake to pay to the BSNL, \_\_\_\_\_ an amount of not exceeding Rs. .... (Rupees ..... (In Words), 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 contractor'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 demure, 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, \_\_\_\_\_

**Signature of the Tenderer**

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reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors 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 contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_ certificates that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(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 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 variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_ to the said contractors(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 contractor(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 in accordance with the stamp act.

**SECTION-X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**(To reach on \_\_\_\_\_ or before date of Bid Opening)**

To

**Signature of the Tenderer**

---



The Bharat Sanchar Nigam Ltd.

Sub.: 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 reference given below :

**Order of Preference Name Specimen Signature**

I.

II.

Alternate Representative

Signature of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION-XI**

**FORMAT OF DUTY SLIP**

**(Print Name of the Company & Address)**

Sl. No. .... Date.....

**(To be filled by Contractor)**

1. Regn. No. of Vehicle .....

2. A/C or Non A/C ..... Model & Year ..... Petrol/Diesel/CNG .....

3. Name, Designation & Address of User .....

.....

.....

4. Additional Road Tax paid upto .....

---

**(To be filled by user)**

5. Purpose of Journey (Detail) .....

6. Places visited .....

7. 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.) .....

**Signature of the Tenderer**

---

11. Charges for Parking/Toll Tax etc. ....  
12. Number of Night Halts (for outstation Journey only) .....  
Driver's Name & Signature Signature of User

**SECTION-XII**

**AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of 20..... between  
M/s \_\_\_\_\_ (hereinafter called  
the Contractor whose term includes its successors and assignees) whose registered office is at  
\_\_\_\_\_ and is registered  
under \_\_\_\_\_ and acting through its  
authorized official Shri \_\_\_\_\_.

**AND :**

Bharat Sanchar Nigam Ltd. (hereinafter called the BSNL whose term includes its successors and  
assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-  
110001 and acting through its authorised official Shri \_\_\_\_\_, O/o  
\_\_\_\_\_ at Sangareddy.. The Contractor will provide  
Commercial Vehicles on hire basis for Bharat Sanchar Nigam Ltd. for official use on the terms &  
conditions herein contained, and rates as mentioned in Price Schedule (Proforma as per appendix-I)  
The "Contractor" 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 :

**Signature of the Tenderer**

---

1. The Contractor 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 2012 Model, on the rates accepted as described in schedule vide Price Schedule (Proforma as per appendix-I ) to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Contractor shall comply with all the terms & conditions of tender 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 (hereinafter called Hire order) and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor 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 Contractor 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 items of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to BSNL not older than 2012 model and registered for the commercial purpose only and taxes, insurance etc. due to such vehicles shall be the liability of the Contractor.
6. The Contractor should provide the particular model or make 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 Contractor's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Contractor 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 Contractor.
7. Contractor will submit bills in accordance with Section-III, Clause (4) of the tender document to the AGM(HR), BSNL, Office of the PGMTD ,BSNL Sangareddy. on monthly basis for release of payment of 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-VI, Clause-10(VI) and also carry duty slips printed by the Contractor as per the Format shown in Section-XI 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 to BSNL by the Contractor. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between user delivery address and the garage/normal parking place will be allowed on actual basis or 5 Kms. whichever is less.
9. If the Contractor 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 5 of Section III of Tender Document.

**Signature of the Tenderer**

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10. In the event of any mechanical failure/breakdown of Vehicle after it's reporting duty, the Contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 9 of Section VI of Tender Document.
11. In the event of failure on the part of Contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of Section VI of Tender Document shall be imposed.
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 Contractor. BSNL shall have no liability whatsoever.
13. The Tender Document No.PGMTD-MDK/ADMN/Tender/Hiring of Vehicles/2018-19 dated 19-3-2018 schedules annexure/appendix which we annexed to this agreement, as schedule "B" & \_\_\_\_\_ respectively shall form part and parcel of this Agreement and integral part of this agreement.
14. The Contractor is/shall 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 Contractor. BSNL shall not be liable for any loss, damages, etc. suffered/to be suffered by Contractor 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 Contractor in writing. The Contractor 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 Contractor shall also be liable for all fines, penalties, and the laches of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and the contractor shall also be liable for any toll Charges or entry Taxes payable locally at Sangareddy.Thus the contractor accordingly indemnifies the BSNL against all such liability.
17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet. The Contractor 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 Section-IA of Company Act 1956 and Section-IV Clause 7(a) & (b) of the tender documents. A certificate to this effect is annexed to this Agreement as Appendix-IV.
18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGMTD ,Medak SSA, Sangareddy. Of the respective Circle or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the PGMTD ,Medak SSA, Sangareddy. Or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the PGMTD , Medak SSA, Sangareddy 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.

**Signature of the Tenderer**

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Contractor 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 courses 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 three of or any rules made thereof. The venue of Arbitration proceeding shall be Office of PGMTD , Medak SSA of BSNL at Sangareddy or such other place as the arbitrator may decide.

19. If the Contractor 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 Contractor has his registered office.

20. The Contractor 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.

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

22. 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 Contractor)

Address : \_\_\_\_\_

Telephone No. : FAX No. : E-mail :

**And**

\_\_\_\_\_  
(Name of the CGM/PGM/GM/DGM/Competent Authority)

Bharat Sanchar Nigam Limited

Address : \_\_\_\_\_

Telephone No. : FAX No. : E-mail :

Further, the said notice shall be deemed to have been validity 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

Name (Caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the Contractor

Name (Caps) \_\_\_\_\_

**Signature of the Tenderer**

---

Position \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses :

- 1.
- 2.

In the presence of Witnesses :

- 1.
- 2.

**(Financial bid to be submitted on line only..)**

**APPENDIX-I**

**PRICES NOT TO BE FILLED**

**SCHEDULE OF REQUIREMENTS AND HIRING CHARGES (IT IS NOT PRICE SCHEDULE)**

SI No	Job description (Monthly charges)	Type of vehicle ( 1 ) CAR	Type of vehicle ( 2 ) MUV	Hire charges per vehicle including leives/ Taxes of the vehicle if any	Hire charges per vehicle including leives/ Taxes of the vehicle if any
		CARS- TATA Indica/Vista/Maruthi Swift, DIESEL 2016 and above Model or equivalent	JEEPS – Mahindra Jeeps/Xylo/Tata Sumo /Tata Spacio /Bolero /Qualis, DIESEL NON-AC 2016 and above Model or Equivalent	Figures Rs.	In words Rs.

**Signature of the Tenderer**

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**No:PGMT-MDK/ADMN/Tender/Hired Vehicles/2020-21**

<b>1</b>	For 2000 KMs/ month (Basic KM category-II)				
<b>2</b>	Extra per Hr.beyond 12 Hrs detention charges				
<b>3</b>	Extra per KM beyond basic KM (Category - II)				
<b>4</b>	Outstation night halt charges				

Please quote your rates after reading Tender document carefully. Please do not quote your rates at any other place.

Rates quoted in column No. (4) should be inclusive of all levies & taxes . Taxes & levies included in Col. (4) should include entire running cost plus taxes like registration charges, road taxes, Taxi registration charges etc. BSNL will not pay any extra charges on any account. Payment of all taxes shall be responsibility of the Tenderer.

**Duty Hours:** Ten hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.

**Note :** (i) Evaluation for L-1 bidder shall be done on the basis of total amount for total vehicles mentioned at S.No. A (Monthly hiring only). Rates quoted in S.No. B are optional and will not be included in the evaluation for L-1 bidder.

(ii) Column 8 quantities may vary in respect of each type of vehicle.

(iii) The quantity of vehicles will be distributed among **three valid bidders as per clause 14 of Section-IV of BID Document.**

(iv) **The order for Casual Hiring shall be placed on any approved vendor depending upon need and availability of appropriate vehicles with the vendors.**

**APPENDIX-II**

**BHARAT SANCHAR NIGAM LIMITED**

**(A Govt. of India Enterprise)**

**(Part of Agreement for Vehicle Hire)**

**The List of Authorities**

**(Approved by Head of Circle/SSA)**

**Period of Contract : From \_\_\_\_\_ To \_\_\_\_\_**

**Name of SSA : \_\_\_\_\_ Name of Circle \_\_\_\_\_**

**S.No. Name of Unit Address No. of Vehicles allotted for Hire Monthly Hire Charges per Vehicle Make Model Euro-I/II Monthly contracted Kms.**

**Signature of the Tenderer**

Signed \_\_\_\_\_ (On behalf of BSNL) Name (Caps)  
\_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX-III**

**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 Contractor)

and \_\_\_\_\_, the Authority (the BSNL).

**Order Details**

BSNL's order No. \_\_\_\_\_ Contractor's reference. \_\_\_\_\_

Name of Hiring Unit \_\_\_\_\_

Name of SSA \_\_\_\_\_

Designation of Authority Hiring \_\_\_\_\_

Delivery Address \_\_\_\_\_

**Vehicle Details**

Make \_\_\_\_\_ Model (Year of Manufacture) \_\_\_\_\_

Fuel used \_\_\_\_\_ Horse Power (cc) \_\_\_\_\_ Euro I/II \_\_\_\_\_

Any other details \_\_\_\_\_

**Hire Details**

Vehicle Delivery Date \_\_\_\_\_ Period of Hire (Months) \_\_\_\_\_

Monthly Hire Charge Rs. \_\_\_\_\_

Contracted Monthly Mileage \_\_\_\_\_ Kms.

Signed \_\_\_\_\_

(On behalf of BSNL)

Name (Caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX-IV**

(Certified on Non-participation of near relatives in the tender called for hiring Light Commercial Vehicles on Long Term use in \_\_\_\_\_ SSA/Unit, vide No.

\_\_\_\_\_ dated \_\_\_\_\_ as required under

Section-IV, Clause (8) of Bid Documents).

**CERTIFICATE**

I \_\_\_\_\_, S/O

\_\_\_\_\_, R/O

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**Signature of the Tenderer**



\_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section-IV, Clause (7) of tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Contractor

Name (Caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

#### **APPENDIX-V**

#### **UNDERTAKING**

This deed of undertaking executed on this \_\_\_\_\_ day of \_\_\_\_\_

Two thousand and \_\_\_\_\_ by (Name of Sole Proprietor/Partner/Director/authorized representative, the Firm, Company, Trust, Society etc.)

\_\_\_\_\_ S/O \_\_\_\_\_ residing at \_\_\_\_\_ on behalf of said M/s

\_\_\_\_\_ (Name of the Firm, Company, Trust, Society etc.) having its office at \_\_\_\_\_ and duly authorized to sign, file and verify present undertaking by the said \_\_\_\_\_

\_\_\_\_\_ (Name of the Firm, Company, Trust, Society etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Enterprises having its Registered Office at Bharat Sanchar Bhawan, Janpath, 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. \_\_\_\_\_ dated \_\_\_\_\_.

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.

(2) 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 :

(3) 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/labours engaged by the contractor in past and during the course of this contact.

**Signature of the Tenderer**

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OR

(4) 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

(5) 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) \_\_\_\_\_

**Signature of the Tenderer**

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