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O/o GENERAL MANAGER (CM)

CHENNAI TELEPHONES

238,R K MUTT ROAD, MANDAVELI, CHENNAI- 600028.

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# GEM E-TENDER DOCUMENT

## **GEM E-TENDER No.DGM NWP-CM/TENDER/HIRING VEHICLE/2022-23 DATED 15-02-2023.**

E-TENDER DOCUMENT FOR

**HIRING OF VEHICLES FOR GSM FIELD DUTIES**

OF CHENNAI TELEPHONES INCLUDING CPT KCM TVR SSA UNITS

FOR THE YEARS **2023-25.**

Online Tender conducted through : www.gem.gov.in

Contract period : Two years

Certified that this Draft NIT contains 67 pages only

TWO STAGE TENDER (TECHNICAL BID & FINANCIAL BID)

Tel. No. 044-24620165

Fax No. 044-24620115

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O/o GENERAL MANAGER (CM)

CHENNAI TELEPHONES

238, R K MUTT ROAD, MANDAVELI, CHENNAI - 600028.

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**GEM E-TENDER FORM**

**HIRING OF VEHICLES FOR GSM FIELD DUTIES OF CHENNAI TELEPHONES**

**INCLUDING CPT TVR KCM SSA UNITS FOR THE YEARS 2023-25 THROUGH GEM**

**E-TENDERING.**

GEM E-TENDER No.DGM NWP-CM/GEM E-TENDER / HIRING VEHICLE /2022-23 DT 15.02.2023.

Estimate cost of tender : Rs.1,02,48,840/-

Cost of tender document : Nil

Bid Security/EMD : Rs. 2,30,355/-

Online Tender conducted through : www.gem.gov.in

Contract period : Two years

Certified that this Draft NIT contains 67 pages only

Tender forms Available online [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following “Link for E-tenders by Chennai Telephones”.

**Due Date /Time of Receipt: 14:00 Hrs of 23-03-2023.**

At O/o DGM (NWP-CM),

238, R K MUTT ROAD, MANDAVELI, CHENNAI - 600028.

Visit us at: [**www.chennai.bsnl.co.in**](http://www.chennai.bsnl.co.in)

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**SECTION–I**

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**CHENNAI TELEPHONES**

**Office of General Manager (CM), 238, R K Mutt Road, Chennai-600028.**

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#### NOTICE INVITING TENDER

Tender No.DGM NWP-CM/GEM E-TENDER/HIRING VEHICLE/2022-23 DATED 15.02.2023.

The General Manager (CM), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line item rate bids from reputed prospective commercial vehicle service providers **having minimum two vehicles under their ownership**.

Note: All vehicles shall **not be older than 2018 model** and should be in Good operating condition.

1. The bidder should have satisfactorily completed similar works during the past One year ending last day of the month previous to the one in which the tenders are invited.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Available period of tender document for downloading | Website from where the document is to be downloaded | Tender Fee payable by bidders other than MSME (Rs) | Estimated Cost | Bid Security /EMD | Due date for submission of bids | Due date for opening of Technical bids |
| From 14:00 hours of 08.03.2023 to 13:58 hours of 23.03.2023. | **https://www.gem.gov.in** | Nil | 1,02,48,840**/-** | 2,30,355 /- | Up to 14:00hrs (online) on 23.03.2023 | At 14:30 hours of 23.03.2023 |

1. The bidder should hold a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt. or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least Two owned commercial vehicles of following types and models as mentioned below in Section-1 clause 3.
2. The intending bidders shall have experience of supply of commercial vehicle on monthly hire basis to any PSU / Central / State Govt; / other Govt; autonomous body during the past One year ending last day of the month previous to the one in which the tenders are invited under this NIT. The bidder shall produce the experience certificate issued by authorized signatory for having satisfactorily executed supply of commercial vehicles service on monthly hire basis of following types and models as detailed below.
3. **Sedan AC Cars (Diesel) - 2 numbers on monthly basis.**
4. **Hatchback Non AC (Diesel) - 1 number on monthly basis.**
5. **Multi Utility Vehicle Non-AC (Diesel) - 6 numbers on monthly basis.**
6. **Multi utility Vehicle AC (Diesel) - 1 number on monthly basis.**
7. **Non scheduled work (Short Term/Need basis) SUV AC vehicle 1 number per month on requirement basis.**

* The Bidders should compulsorily quote the basic rates for the slab mentioned above. Otherwise the bid will be rejected.
* **Please Note: Quantity of Vehicles to be hired as shown above and in the Schedule of Requirement are the estimated quantity only; however BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters.**

1. **Purchase of Tender Document**: The bidders intending to participate in the tender shall get themselves registered in the GeM portal through **www.gem.gov.in**.

Tender document can also be obtained free of cost by downloading it from the website [**www.chennai.bsnl.co.in**](http://www.chennai.bsnl.co.in/) following “Link for E-tenders by Chennai Telephones”. The tender document for participating in GeM portal shall be available for downloading **during the period and from the website mentioned at Clause 1 of section-I (NIT).**

Bidders must register on the GeM portal, if not registered earlier, follow all the instructions for participating in the bidding of the tender.

* The bidders cannot participate in the tender without downloading official copy of the tender document.
* The Tender document shall not be available for download after its submission/closing date.
  1. BSNL, Chennai Telephone District has decided to use **process of GeM portal e-tendering only** for inviting this tender and thus the physical copy of the tender would not be sold anywhere.

1. **Availability of the tender document:** The tender document shall be available for downloading **during the period mentioned at Clause 1 of section-I (NIT).**

Physical copy of the tender document would not be available for sale.

1. **Bid Security:** Rs.2,30,355 /-
2. **Online opening of Tender Bids:**

Tenders will be opened at the time and date mentioned at Clause 1 of section-I (NIT) for opening of Technical bids. **The date and time of opening of Technical bid is 23/03/2023 at 14:30 hrs.** The date and time of opening of financial bid shall be communicated to technically qualified bidders later on.

1. **Place of opening of Tender bids:** 
   1. BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.
   2. However, if required, authorized representatives of bidders can attend the offline **TOE at the Chamber of DGM (NWP-CM), 3rd Floor, No 238, RK Mutt Road, RK Nagar, Mandaveli, Chennai-28** where BSNL’s Tender Opening Officers would conduct Public Online Tender Opening Event (TOE).
2. Tender bids received after due date & time will not be accepted.
3. Incomplete, ambiguous, Conditional, tender bids are liable for rejection. Tender in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate/offer/bid is put forth by the bidder shall also be summarily rejected.
4. GM (CM), Chennai Telephones 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.
   1. The bidder shall ensure 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 GEM Portal (**https://www.gem.gov.in**).
   2. 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.
   3. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (**https://www.gem.gov.in**).
5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender bid for the service and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of service.
6. If there are varying or conflicting provisions made in any one document forming part of the contract, is accepted i.e. The accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

**14.CLARIFICATION OF BID DOCUMENTS**

* 1. A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing to the Purchaser’s mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 7 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on <https://www.gem.gov.in> as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from <https://www.gem.gov.in>.
  2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
  3. The format in which the clarifications are to be sent via E-mail.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sl.No. | Section | Clause | Brief description of the clause | Ref page No. in Bid | Comments of Bidder |
|  |  |  |  |  |  |

**15. AMENDMENT OF BID DOCUMENTS**

* + 1. The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the <https://www.gem.gov.in> website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.
  1. The amendments shall be notified in writing through Gem portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

16**. Date & Time of Submission of Tender bid:**

1. **Last Date/ Time of submission of Bid Online: up to 14:00 Hrs on 23.03.2023**
2. **Last Date/Time of Submission of documents in hardcopy: up to 14.00 Hrs on 23.03.2023.**

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

1. ***Cancellation /Withdrawal of this E-tender***

BSNL CHTD has all rights to cancel/terminate/withdraw this tender even at any stage of floating as well as after finalization of tender / issue of work order / issued which is in currency, under prior intimation to Bidder/successful bidder with maximum Two weeks of Time, where any/all clauses of agreement(s)/assurance(s) of this e-tender shall become null and void. BSNL CHTD will not entertain any loss if any arising in this regard.

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

DGM NWP-CM

BSNL Chennai Telephones

238, RK mutt Road, Mandaveli, Chennai-600028.

Tel: 044-24620165/ Fax: 044-24620115 .

**SECTION–II (Part-A)**

**General Tender conditions**

* 1. **Type of tender:** Single Stage bidding with **two stage opening i.e Technical & Financial using two electronic Envelopes** followed by Limited tender option **if required**.

**Note:** The Eligibility-cum-technical Bid will be opened in the presence of the representatives of the bidders at the time and date mentioned in Clause 1 of section-I NIT. Financial bids of technically and commercially eligible bidders shall be opened at a later date under intimation to all technically qualified bidders. The time, date and venue of the opening of financial bid will be intimated only to those technically qualified bidders. No correspondence in this regard will be entertained.

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

**3. ELIGIBILITY REQUIREMENTS:**

**3.1. Documents Establishing Bidders Eligibility and qualifications:**

**On-line Submissions** (Technical Bid envelope and Financial Bid/Price Bid envelope) the entire bid-submission would be online on the gem portal www.gem.gov.in. Broad outline of submissions are as follows:

* + 1. **Technical Bid envelope**

**Technical bid should accompany the following certificates**

**A. Submission of Mandatory documents:**

* Proof for GST registration Certificate.
* Digitally signed copy of Tender Document, Corrigendum and Addendums, if any.
* Proof of experience for having done similar works during the last one year in the form of certificate may be enclosed.
* EMD.
* Proof in respect of valid certification from MSME/NSIC for the tendered item/work.

**B. Submission of Eligibility documents:**

* Bidders Profile as in Sec V Annexure-2
* Certificate of incorporation.
* Bid Form and Bid Security as in Sec V Annexure-1 &3
* Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
* Power of Attorney
* EPF and ESI Registration certificate
* PAN Number. Copy of the PAN CARD is to be enclosed.
* Documents of vehicle viz. RC book, Insurance, Fitness Certificate from RTO.
* Certificate issued by RTO for commercial vehicles.
* Group insurance taken by the bidder for his drivers.
* IT returns certificate for last two years.
* No Near-Relative certificate (as in Appendix-IV).
* Non Black list certificate

1. Self-declaration that the bidder is not blacklisted by GST authorities.
2. Declaration duly filled in regarding non-blacklisted/ not debarred from participating in tender of BSNL as per Appendix – VI.

* Vendor Master Form and ECS Form
* Self declaration “No addition/Deletion/Modification in Tender document”
* Self declaration “ Acceptance of Clause by Clause compliance in tender document”
* Insolvency certificate from the banker of the tenderer obtained after the date of NIT.

**3.1.2 Financial Bid (Price Bid) as per the format in Annexure-E**

All the above said documents mentioned at 3.1.1 A & B and 3.1.2 are to be uploaded online. The tender document without 3.1.1 A & B and 3.1.2 will not be considered for further evaluation and summarily be rejected.

**3.1.3 Offline Submissions (physical document submission) :**

The bidder is requested to submit the following documents (in original) EMD DD /Banker cheque/bank transaction receipt in original if applicable.

* Power of Attorney for authorization for executing the power of attorney, if required.
* Request for claiming exemption of Bid security with Proof in respect of valid certification from NSIC/MSME for the tendered item/work.
* EMD receipts in original

*A check list in the tender document may be referred for other documents.*

**4. E-Reverse Auction:**

The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

E-reverse auction/ Limited tender option available with the portal, if required will be conducted after the opening of the financial bids in case of more than one techno-commercially qualified bidders. However, in case of only one techno-commercially qualified bidder**, the Tender inviting authority reserves the right to go for manual negotiation, if the rates quoted by the bidder is on the higher side (OR) otherwise as recommended by the TEC.**

This E-reverse auction/ Limited tender option facility can be applied for the Price bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

#### SECTION – II (Part-B)

#### SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

**All vehicles shall not be older than 2018 model and should be in Good operating condition. Each plan will be evaluated independently.**

**The Bidder is also required to quote for all Hiring slab indicated in the respective PLANs.**

**NOTE: unscheduled work (short term/Need basis) quoting is compulsory along with the monthly vehicles.**

**Schedule of Requirement**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | |
| 1. **Schedule of Requirement (Monthly Basis Cab Usage Variant- Hatchback 1200 km x 208 hours: Local (Chennai including CPT,TVR,KCM SSAs)** | | | | | | | | | | |
| **S.No** | **Description** | | **No of Vehicles** | | | **Contract Period** | | |
| 1 | Hatchback (Non **AC**) | | **1** | | | Twenty Four months | | |
| 1. **Schedule of Requirement (Monthly Basis Cab Usage Variant- MUV 1200 km x 208 hours: Local (Chennai including CPT,TVR,KCM SSAs)** | | | | | | | | |
| **S.No** | **Description** | | **No of Vehicles** | | | **Contract Period** | | |
| 1 | MUV (Non AC) | | **6** | | | Twenty Four months | | |
| 2 | MUV (AC) | | **1** | | | Twenty Four months | | |
| 1. **Schedule of Requirement (Monthly Basis Cab Usage Variant-** SEDAN **1200 km x 208 hours: Local(Chennai including CPT,TVR,KCM SSAs)** | | | | | | | | | |
| **S.No** | | **Type of Vehicle** | | **No of Vehicles** | | | **Contract Period** | | |
| 1 | | SEDAN (AC) | | **2** | | | Twenty Four months | | |
| 1. **Schedule of Requirement (Short Term Cab & Taxi Hiring Services)( On Need Basis) SUV AC with Usage Variant-80Kms X 10Hrs: Local(Chennai including CPT,TVR,KCM SSAs)** | | | | | | | | | |
|  | | | | |  | | |  | |
| **S.No** | | **Type of Vehicle** | | | **Estimated Qty. per month on need basis only** | | | **Contract Period** | |
| 1 | | **SUV Type ( AC)** | | | **1** | | | Twenty Four months | |

1. **Please Note: Quantity of Vehicles to be hired is as shown in the Schedule of Requirement is the estimated quantity, However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters.**
2. The bidder quoting rates for any of the above plans OR all the above plans (Monthly hire charges), then the bidder should **compulsorily quote rates for Non Scheduled work. ie. Non scheduled work quoting is compulsory along with any of the plans ie sedan,muv,hatchback. Otherwise the bid will be rejected.**

**NOTE:**

1. The Tables shown above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company’s policy, intensity of maintenance and interruption duties and developmental activities etc. **The additional requirement for a short period to meet the ‘Peak Operational requirement’ if any, on day-to-day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 50% of the above estimated quantity.**

Quantity of vehicles mentioned in the above table may also be reduced to 50% based on the field requirement.

1. **If any bid is not received for a particular Plan, then the requirement of vehicles under the Plan will be distributed to either of the remaining Plans as per the Administrative convenience and requirement of GSM Field Units of Chennai Telephones jurisdiction including erstwhile CPT SSA units.**
2. **For the mentioned slab the basic rates should be quoted failing which the bid will be summarily be rejected.**

(End of Section - II)

**SECTION-III**

**SERVICE PROVIDER’S OBLIGATIONS**

1. **Service to be provided** is supply on demand only for the vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of **BSNL Chennai Telephones including Erstwhile Chengalpattu Kancheepuram Thiruvallur SSAs.** The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.

2.  **Quantity of Vehicles** to be hired under are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 10 of Section IV of tender document.

3. **Duty Hours of** vehicles are normally for ten hours per day. Apart from normal day duty, night duty can also be assigned. However actual duty hours / days shall be specified by actual users (concerned unit in charge) of vehicle.

4. The hired vehicle will be given ‘OFF’ only after 6 days of working. The vehicle will be given ‘OFF’ only on Sundays. The vehicles hired on monthly basis may be requisitioned on Sundays and Holidays as and when required and availability of vehicle on such occasion shall be necessarily/ mandatorily ensured by the bidder. Extra charges for such usage on Sundays and Holidays in addition to the monthly quoted charges, if any shall be quoted in the financial bid proforma. The duty performed on Sundays and Holidays beyond 10 Hours is eligible for detention charges as applicable for the working days. Approval of the GM-CM should be obtained by the field units for the vehicles to be engaged on Sundays and holidays.

5**. All vehicles should be available for 10 hours duty starting preferably from 08.30 hours onwards considering the traffic condition in the Metro City.**

6. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.

7. **Reporting Place for vehicles** is within the jurisdiction of **BSNL Chennai Telephones including erstwhile CPT KCM TVR SSAs.** Actual place of reporting shall be specified by users (concerned unit in charge) of vehicles. At the time of reporting of vehicle the unit in charge concerned should check and ensure that model of the vehicle(Year of manufacturing) supplied by the supplier is as per the tender terms and conditions.

8. **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 which may be either residence of the officer or office address or pooling point and the garage/ normal parking place will be allowed on actual basis or 4 KMs whichever is less. The address shown in RC book of the vehicle shall be treated as garage/normal parking place. If the garage/normal parking place is located beyond 4 KMs, **only 4 KMs will be allowed.**

9. The **duty hours** is between the time the driver reports for duty to the Officer ie. The time the driver arrives at the designated place to pick-up the Officer in the morning and his duty ends at the time he drops the Officer at the designated place in the evening.

The time travelled from the garage/normal parking place to the designated place of the Officer/office and vice versa for pick-up and drop should not be taken into account as duty hours.

10. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.

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

1. **Telephones/Mobile Nos.-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
2. **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers’ thro’ Local Govt. offices.
3. **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.
4. **Uniforms-**Provide his employee’s uniforms which shall be worn by them all the time while on duty.
5. **Statutory Requirements**- It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
6. **Govt.Tax / Levy / Duty** other than GST for plying the vehicles in the jurisdiction of **BSNL Chennai Telephones including erstwhile CPT SSA** will be borne by the Service Provider.
7. **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
8. **Drivers** attested copy of driving license should be submitted during the contractual period.
9. **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider’s liability.
10. **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.
11. **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 at the end of duty..
12. **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.

12. **Debarring Conditions (leads to termination of contract):-**

(i) Vehicle having registration in the Name of employee of BSNL or their close relative should not be supplied and a Certificate to this effect has to be given on the body of bill while submitting claim.

1. No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
2. 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.
3. Service Provider shall not engage any person below 18 years of age.

13. **BSNL will not have obligation:-**

1. No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
2. 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.
3. BSNL will not be responsible for theft, burglary, fire, damage of vehicles due to unforeseen reasons or any mischievous deeds by his staff.
4. 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 and their employees.

14. **Penalty for breach of terms & conditions:**

1. In case of break down, after it’s reporting for duty, the vehicles will have to be replaced by same type immediately or within one hour. In case of non-availability of suitable vehicle a penalty uptoRs.300/-+ Tax will 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.400/-per break down + Tax shall be imposed.
2. The penalty for absence during extra Hour duty will be Rs.500/- per occasion + Tax and for Temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence + Tax. If the vehicle is not available / supplied by the Service Provider to the Officer as per the requirement of the Officer within the prescribed time, a penalty of Rs.100/- per hour will be levied
3. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day + Tax shall be imposed in addition to deduction of hire charges on pro-rata basis for the period subject to maximum of Rs.5,000/- + GST per month by applying the following formula.

Base Slab Rate X Actual No. of days for which the vehicle was NOT available in the month

-----------------------------------------------------------------------------------------------------------------------

No. of working days in the month excluding Sundays and Holidays.

1. 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 **CGM Chennai Telephones** would be final.
2. **No payment will be made for vehicles supplied by the Service Provider older than 2018 Model and not in Good condition.**
3. Service Provider should not refuse to provide vehicles against BSNL’s requirement and on each refusal to provide vehicle once ordered by BSNL 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.
4. The monthly hiring vehicle bills will be settled ‘In the KM slab/next monthly KM slab rate OR the calculated extra KM run rate for the month whichever is less’.
5. If the ordered vehicle on monthly hire basis is not supplied by the Service Provider during the month on any day, a penalty of Rs.500/- + Tax per day of non supply will be imposed subject to maximum of Rs.5,000/- + Tax per month.
6. Bidders participating in the tender are expected to have no past history of adverse complaints / recurrence of fault incidences in the performance of service to any of the BSNL units. If the performance of the service provided has not met the BSNL requirements fully, they will be treated as a complaint. The bidders having complaints exceeding 5% in their past service period are liable to be rejected by the evaluation team.

**(End of Section – III)**

**SECTION-IV**

**GENERAL (COMMERCIAL) CONDITIONS**

1. **Bidder Eligibility:**

* 1. The bidder should have at least One year experience and should submit experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Organizations/ Firms.
  2. A Local office is to be available in Chennai for the bidder.
  3. The bidder **should own with Registration Certificate in the name of the service Provider / firm** sufficient number of commercial vehicles registered as taxis not less than **Two** (all types of vehicles ie sedan, MUV, hatchback put together) with permit from RTOs in the name of proprietor/ company/ partners/firm/director.

**Bidders are allowed to participate with the booking slips for registering the vehicles in the name of the bidder company whereas the bidder should be able to submit the actual registration certificate of vehicle in his/her name as per the required model and other originals at the time of submission of tender documents. Those who do not supply the required documents will not be considered as eligible for further technical and financial evaluation.**

* 1. The bidder should supply the vehicles according to the proportion of the allotment given, with Registration Certificate in the name of the Service Provider so as to claim CENVAT by BSNL, Chennai Telephones. The bidders should submit the **self-attested** documentary evidence for the T**wo** owned vehicles, along with the Technical bid of this Tender.

The full details of the vehicles and a clear declaration that the firm will be able to **supply commercial vehicles of model not older than 2018 and in Good operating condition shall be provided.**

* 1. The bidder must have a turnover of not less than **15 lakhs** during each of the preceding **Two** financial years.

However BSNL Reserves the right to relax the criteria of “turnover of not less than **15 lakhs** during each of the preceding 2 financial years”, provided the company satisfies all other technical eligibility requirements.

**2. Right to Accept or Reject:**

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

**3 FORMAT AND SIGNING OF BID**

* 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.
  2. The bid shall contain no inter lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
  3. **DOCUMENTS COMPRISING THE BID:**- Bidder shall furnish the documents as per **Technical Bid Form (Tenderer’s Profile) at Annexure-2.**

**Note: Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the GEM Portal and required original documents (offline) only attested/authorized are to be dropped in the Tender box available in the, O/o DGM (NWP-CM),3rd Floor, R K Nagar Telephone Exchange Building, 238, RK mutt Road, Mandaveli, Chennai-28, in a sealed cover.**

**Technical bid should accompany the following certificates**

* MSME Certificate
* Bidders duly signed Tender document
* Bidders Profile as in SecV Annexure-2
* Certificate of incorporation.
* Bid Form and Bid Security as in Sec V Annexure-1 &3
* Sealed Financial Bid as in SecV
* Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
* Power of Attorney
* GST registration certificate.
* EPF and ESI Registration certificate
* PAN Number. Copy of the PAN CARD is to be enclosed.
* Documents of vehicle viz. RC book, Insurance, Fitness Certificate from RTO.
* Certificate issued by RTO for commercial vehicles.
* Experience certificate issued by Govt/PSU/Public agencies/firms/Organizations.
* Group insurance taken by the bidder for his drivers
* IT clearance certificate for last two years AY 2020-21 & AY 2021-22.
* No Near-Relative certificate (as in Appendix-IV).
* Non Black list certificate

1. Self-declaration that the bidder is not blacklisted by GST authorities.
2. Declaration duly filled in regarding non-blacklisted/ not debarred from participating in tender of BSNL as per Appendix – VI.

* Vendor Master Form and ECS Form
* Self declaration “No addition/Deletion/Modification in Tender document”
* Self declaration “ Acceptance of Clause by Clause compliance in tender document”
* Solvency certificate from the banker of the tenderer obtained after the date of NIT.
  1. Rates should be quoted as per the Price Schedule for Hire Charges at **Section-V.**The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
  2. The duly filled tenders must be accompanied with a **DD/Bank Guarantee valid for 210 days** from the date of tender opening

**NOTE:** The bidder quoting rates for any of the Plans OR all the Plans (Monthly hire charges), then the bidder should **compulsorily quote rates for the slab under Non Scheduled work. ie. Non scheduled work quoting is compulsory along with any of the plans ie sedan,muv,hatchback. Otherwise the bid will be liable to rejection.**

**3.6 No indication of the Prices shall be made in the Technical Bid.**

**3.8 FINANCIAL BID**

The Financial Bid shall be submitted as follows in online only:

1. Bid form in the prescribed format as per Annexure-I of Section-V.
2. Price Schedule as per Section-V.

3.8.1 The Financial Bid shall contain the firm and final rates in clear and unambiguous terms without any error, overwriting or corrections.

3.8.2 Financial Bids not adhering to the prescribed format are liable to be rejected summarily.

3.8.3 Any erasures/overwriting or corrections in the rates quoted shall render the tender liable for rejection.

* 1. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-2**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
  2. **Financial Bid of the technically eligible & responsive bidders only will be opened.**

3.8.4 The bidder shall quote rate of each item of individual separately by downloading the financial schedule available in the portal and shall upload the same after filling the rates in the respective cells for online submission.

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

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

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

3.12 The amendments shall be notified (in writing) & in website to all prospective bidders and these amendments will be binding on them.

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

3.14 The bidder shall submit his/their bid online complying with all eligibility conditions other terms and conditions of tender document along with the clarifications and amendments issued in this respect, if any. All the documents must be authenticated using digital signature by the authorized person.

4. GEM E-TENDERING INSTRUCTIONS

* 1. Submission of Bids through online process is mandatory for this Tender. Bids must be submitted online by the bidders on or before the specified date and time indicated in clause 1 of **Section-I Part-A (NIT).**

5. For conducting electronic tendering, The General Manager, Consumer Mobility, BSNL,CHTD Circle, No 238 RK Mutt Road, Chennai-600 028 is using the Government E-Marketplace Portal <https://gem.gov.in/>. TENDER BIDDING METHODOLOGY Technical Bid: As per Annexure-2, all the documents are to be submitted On-line only and are to be uploaded in GeM portal.

Note: Financial bids are also to be uploaded by the bidder at the same time through GeM portal.

**6. LATE BIDS**

No bid shall be accepted online by GEM E-tender Portal after the specified deadline for submission of bids prescribed by the purchaser.

7. **Bid opening**

* 1. The purchaser (BSNL) shall open bids online in the presence of the authorized representatives of bidders who chose to attend at time & date specified in Clause 1&7 of Section-I (NIT). The bidder’s representatives, who present in there, shall sign in an attendance register. Authorized letter to this effect has to be submitted by the bidders before bid opening in order to allow them to participate in the bid. A Format is given in Section-V (Annexure-V).
  2. A maximum of two representatives of any bidder can be authorized and one representative is permitted to attend the bid opening.
  3. Names 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 Section-I (NIT),the financial bid will not be opened on the date of opening of Techno-commercial bids and the sealed financial bids will be handed over to DE (TENDER), Chennai Telephones for retention.

Thereafter the TEC will evaluate Techno-commercial bids. Financial bid of the technically & commercially eligible bidders will be opened at a later date by BSNL, Chennai Telephones in front of techno commercially eligible bidders/authorized representatives by sending them a notice after due intimation to them.

* 1. The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
  2. The Purchaser (BSNL) shall evaluate the technical bids to determine
* Whether they are complete in all respects
* Whether required securities have been furnished
* Whether all the documents have been properly signed
* Whether all the eligibility parameters prescribed have been met
* Whether it conforms to all the terms and conditions of the bid documents without material deviations
* Whether the Service Provider is capable to execute the contract
* Whether the bid is generally in order
* Whether the bid is substantially responsive.
* **The bidders will be treated as qualified, only when the original documents are produced to TEC as shown to the RTO. Documents of vehicle viz. RC book, Insurance, Certificate issued by RTO for commercial vehicles and Fitness Certificate from RTO are to be shown to TEC.**
* **Failure to produce this on the specified date will amount to the disqualification of the bidder.**

1. The Purchaser (BSNL) shall reject the tenders summarily in the following cases:
   1. Technical bids received without Bid Security / Financial bids.
   2. Financial bids received without Bid Security / Technical bids.
   3. Both the bids clubbed and /or found in a single cover.
   4. Bids received not in accordance with the prescribed procedure. All such bids shall be recorded unopened.

8. **Bid Evaluation**

1. **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
   1. The procedure adopted for comparison of substantially responsive bids shall be on the basis of **basic cost of hire of the services to BSNL for the type of vehicle** indicated in Scope of Work in **Section-II** and as indicated in the Price schedule at **Section V** of the bid document. The Bidders responding to this tender may quote separately for individual Plans as indicated in the Price schedule at **Section V** of the bid document**. Each plan will be evaluated independently. The Bidder is also required to quote for all the Hiring slab indicated in the respective PLANs; otherwise the bid will be summarily rejected.**
   2. The rate arrived at the Grand total of **Individual Plan** ie. of Sedan, Hatchback, MUV, SUV non scheduled work in the price schedule at Section V will be taken for evaluation purpose. The lowest rate arrived will be considered as L1 Bidder.

NOTE: Non scheduled work quoting is compulsory along with any of the Plans or all plans. Otherwise the bid will be rejected.

1. **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 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with clause 20 of Section-IV and as per format shown in Annexure-4 of bid document.

The Service Provider should supply the OWN vehicles (i.e in accordance with the proportion of allotment given in the contract) as mentioned in Annexure 2A so as to claim CENVAT by BSNL Chennai Telephones.

1. **Right to vary quantities**

BSNL reserves the right (at any time during the contract period ) to increase upto 50% or decrease upto 50%,100% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

1. **Signing of Contract**

The successful tenderer/contractor on acceptance of his/their tender by the Accepting Authority shall, within 15 days of award of work sign the contract

11.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

11.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 15**.

1. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **clause 11** shall constitute sufficient ground for the annulment of the award and Forfeiture of EMD/Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order in which event BSNL have the right to and may make the award whole or part of the work to any other bidder at the discretion of BSNL or call for new bids.

1. **Period of validity of bids**
2. 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.
3. 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.
4. **Bid Price.**
5. For the mentioned slab the basic rates should be quoted failing which the bid will be summarily be rejected. The composite price should include GST as applicable from time to time. However, the **basic unit price needs to be individually indicated** against the supply under the contract.
6. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
7. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**15. Bid Security**

Bidders are required to furnish the Bid security **Rs.2,30,355/-** by DD, BG or preferably through online payment mode. However scanned copies of the Bank Transaction details with UTR number towards the successful e-payment for EMD are required. Originals of bank receipts towards tender fee, EMD shall be submitted by bidder on any date before or within 5 days of bid submission end date falling which the tender bid shall be rejected. The bank details are attached below



1. The MSME 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.

The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE. A proof regarding current registration with the bodies such as District industries centres or Khadi & Village industries commission or Khadi & Village industries Board or Coir Board or NSIC or Director of Handicrafts & Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprise have to be attached along with the bid. The enlistment certificate issued by the aforesaid bodies should be current and valid on the date of opening of bid. A proof regarding current registration with the aforesaid bodies have to be attached along with the bid.

The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract on furnishing the Performance Bank Guarantee in accordance with clause5.1.

**16.** **The Bid Security may be forfeited/ Banning of business for 3 years**:

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

* To sign contract in accordance with clause 11
* To furnish performance security in accordance with clause 20 of Section IV
* A bid not secured in accordance with para 16.1 shall be rejected by BSNL as Non-responsive at the bid opening state and returned to the bidder unopened.
* The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

**17.** **Terms of Payment:**

1. Monthly bills for the hired vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority/unit incharge specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The unit will process for approval, and after approval of competent authority and allocation of funds the payment will be released. The copy of GST paid Chelan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. The payment will be made through ECS as per details given by tenderer in Appendix VII.
2. The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed. Hence Monthly Invoices in triplicate along with daily trip sheet duly signed by the user, copy of RC book, driving licenses and service feedback should be submitted by the supplier. The paying authority is the Accounts officers of the BA concerned, of the user of the vehicle.
3. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.
4. In case of hiring vehicles from the middle of the month for certain limited duration (in days) within the month, bill processing shall be as prorate payment considering the number of KM usage by the vehicle had it been run for the entire month. The monthly hiring vehicle bills will be settled “ in the KM slab/next monthly KM slab rate or the calculated extra Km run rate for the month whichever is less” as stated in the tender document Section-III clause14 (viii)
5. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

1. If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
2. Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
3. TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
4. BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
5. In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

**18. Clause by clause compliance.**

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **Under Section II** and General & Commercial Conditions **clause 3.4under Section –IV**. In case of deviation a statement of deviation shall be given.

**19. Duration / Period of Contract:**

Normally contract will be **awarded for 2 (two) years**. However, **extension allowed may be not more than six months** keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

**20.** **Performance Security:**

20.1 The successful bidder shall be required to deposit an amount equal to 3% of the Tendered value subject to **maximum limit of Rs 5 lakhs** within 2 weeks of conveying BSNL’s intention for accepting the bid as Performance Security **valid** **for a period of 30 months**.

* Tendered Value= No. of allotted vehicles X approved L1 rate

20.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-4** of the bid document.

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

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

**21.** **Termination of Contract**

1. In case of any specific default by the Service Provider and in any of the terms & conditions (whether General or Special—Clause 12 of Section III), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 days notice in writing to the Service Provider.
2. All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.
3. Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days’ notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

**22. Termination for insolvency**

The BSNL may at any time terminate the Contract by giving written notice to the contractor without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSNL.

**23. Insurance**

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

**24. Prices:**

1. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
2. 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.
3. In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

**Note**

* 1. The rates quoted shall be for a period of two years from the award of contract, however, the BSNL shall revise the hire charges due to variation in fuel rates as defined under clause 25 of Section IV.
  2. All rates quoted shall be exclusive of parking charges, toll charges. The BSNL shall reimburse such charges, if any, against claim through valid receipts.
  3. The quoted rate shall include all charges such as drivers salary, insurance premium, road tax, fuel, repairs & maintenance charges etc;
  4. The quoted rates shall be exclusive of GST payable to Central / State Government, if any.
  5. The service provider shall solely be responsible for all fines, penalties and other violation of traffic rules in force.
  6. The BSNL shall not be liable for any other charges whatsoever on any other account.
  7. Each plan shall be evaluated independently for the purpose of comparison of rates & fixing of L1, L2, L3 etc;.

**25.** **Price Revision:**

25.1 Price revision for either increase or decrease on hire charges shall be worked out due to fluctuation in diesel price whenever such variation in diesel price rises/falls above/below 10% of Base rate as detailed under this clause and paid or deducted accordingly.

25.2 The price revision shall be worked out at quarterly intervals and shall be with respect to distance KM slab of various category/Plan.

25.3 The first such revision shall be made at the end of three months after the month (excluding) in which the tender was awarded and thereafter at every three months interval or part thereof.

25.4 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. The change in hire charges, if any, shall be applicable from the Ist day of next quarter.

25.5 The price revision shall be worked out using the following formula.

**Increase or decrease in rate per vehicle per month= C\* (B-A) / (D or E)**

Where

|  |  |
| --- | --- |
| Base Rate of fuel would be fuel price as on date of award of contract(for 1sttime revision only)  Later Base Rate of fuel would be the rate of diesel while awarding for the preceding rate contract/revision | A |
| Average diesel price of 3 months or part thereof for which price variation being considered | B |
| Distance KM slab (1200 KM) | C |
| Average KM per litre of diesel consumption (KMPL) for AC vehicle | D |
| Average KM per litre of diesel consumption (KMPL) for Non-AC vehicle | E |

NOTE

* 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.**

**25.6** If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill

25.7 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 the claim period and as per bills paid during the claim period.

**25.8 On approval of rate revision fresh revised rate shall be issued to the vehicle contractors indicating the changes in vehicle hiring charges and the date with effect from the respective quarter which shall be treated as the date of commencement of Rate contract**.

25.9 As per clause 25.4 above, **the rate of diesel while award for the preceding rate contract would be taken as the base rate for calculation of increase/decrease, since fresh rate contract is awarded every time whenever there is increase/decrease in fuel rates**.

**26. Miscellaneous Conditions:**

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

**The Service Provider should supply the OWN vehicles (i.e in accordance with the proportion of allotment given in the contract) as mentioned in Annexure 2A so as to claim CENVAT by BSNL Chennai Telephones.**

1. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.
   * 1. **Distribution of Quantity**

* The Purchaser intends to limit the number of technically and commercially responsive **Three** bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

**Table 1(A) (Without Provisions for MSE Units)**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | No. of Bidders | Distribution Quantity | | 3 | L- 1 : 50% L2 :30% & L- 3 : 20% |   **Table 1(B) (With provisions for MSE units)** | | | | | | |
| No of Bidders to be approved (Col 1) | Allotted Qty to the respective bidders(Col 2) | | | | | Qty earmarked for MSE bidder(s) (Col 3) |
| L1 | L2 | L3 | L4 | L5 and so on |
| One Bidder | 75% | NIL | NIL | NIL | NIL | 25% |
| Two Bidders | 45% | 30% | NIL | NIL | NIL | 25% |
| Three Bidders | 37.5% | 22.5% | 15% | NIL | NIL | 25% |

NOTE :

1. If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de- reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as pert Table -1(A)above.

2. If L-1,L-2,L-3 etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

3. In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

4. 25% earmarked for MSE bidder includes sub target of

i) minimum 3% reservation for Women owned MSE bidder and

ii) 5% procurement from the MSE’s owned by SC/ST entrepreneurs.

Document in support of sub target need to be submitted for availing the same.

5. The quantity of vehicles arrived after percentage distribution will be rounded off to the next higher integer value.

# 28. 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 non 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.

**29. Arbitration:**

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between parties, such party or parties shall make to the other party or parties to amicably settle the differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making such request.

Where the parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CGM CHTD) for referral of such disputes to sole arbitrator (chose (n) from the names provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the Arbitration proceeding shall be Circle HQ.

Except and otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually the same shall be referred to arbitration as provided hereunder:

* + - 1. A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days’ notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
      2. The number of the arbitrators and the appointing authority will be as under

|  |  |  |
| --- | --- | --- |
| Claim amount (excluding claim for counter claim, if any) | Number of arbitrator | Appointing Authority |
| Above Rs.5 lakhs to Rs.5 crores | Sole Arbitrator to be appointed from a panel of arbitrators of BSNL | BSNL  (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL) |
| Above Rs.5 crores | 3 Arbitrators | One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel. |

c) Neither party shall appoint its serving employee as arbitrator.

d) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

e) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

f) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs.5 crores.

**Fast track procedure:**

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a)The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b)The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them:

(c)An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:

(d)The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4)The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.

(6)The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

(7) The arbitral tribunal shall make and publish the award within time stipulated as under:

|  |  |
| --- | --- |
| Amount of Claims and Counter Claims | Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference) |
| Upto Rs.5 crores | Within 6 months (Fast Track procedure) |
| Above Rs.5 crores | Within 12 months |

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8)In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

(9) **This contract is subject to the jurisdiction of courts at Chennai only.**

**29. Set Off (Recovery of Sum Due):**

1. Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.
2. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.
3. If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**30. MANDATORY REQUIREMENTS:**

* 1. Normally 90% of the apportioned vehicles will be ordered for regular use and remaining 10%shall remain as standby**. Pooling system will be adopted wherever possible.**
  2. Vehicles shall be always available for extra hours beyond normal working hours.
  3. Drivers driving vehicles for BSNL shall not strictly perform night duties for any other Company/organization/call centres/agency/cabs etc and violation of the same will be viewed very seriously.
  4. Vehicles shall carry BSNL Advertisement poster/banner free of charge.
  5. BSNL reserves the right for implementation of fleet tracking system in future and tenderers shall make necessary arrangements for the same at their own cost..
  6. **Verification of Documents and certificates:** The bidder will verify the genuineness and correctness of all documents and certificates including experience /performance certificates issued either by the bidder or any other firm/associate before submitting them in bid. The onus of providing genuineness of the submitted documents would rest with the bidder.
  7. For any dispute, jurisdiction of court will be at Chennai only.

**31. NEAR-RELATIONSHIP CERTIFICATE**

1. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate should be given by the proprietor. For partnership firm, certificate should be given by all the partners. In case of Limited Company, certificate should be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person bidded in, the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
2. The company or firm or the person will also be debarred for further participation in the concerned unit.
3. The near relatives for this purpose are defined as:
   1. Members of a Hindu undivided family.
   2. They are husband and wife.
   3. The one is related to the other in the manner as father, mother, son(s) & Son’s wife (daughter in law), Daughter(s) and daughter’s husband (son in law), brother(s) and brother’s wife, sister(s) and sister’s husband (brother in law).

The format of the certificate is given in **Appendix-IV.**

**32. Power of Attorney**

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

(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/ Corporate.

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

(d) Attestation of the specimen signatures of authorized signatory 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 furnished.

**33. Definitions:**

* 1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam Limited and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

33.3 The expression works or work (supply of vehicles)shall, unless there be something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

* 1. **Purchaser** shall mean the BSNL, Chennai Telephones.
  2. The **Contractor/service provider** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  3. The **Bharat Sanchar Nigam Limited / BSNL** shall mean Bharat Sanchar Nigam Limited,(A Government of India Enterprise) having its registered office at Statesman House, Harish Chandra, mathur lane, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
  4. The **Engineer-in-Charge** means the DGM (NWP) who shall sign the **agreement** on behalf of the **Bharat Sanchar Nigam Limited**. The authorised representative of **Engineer-in-Charge**ie., the user shall supervise and be in-charge of the work.
  5. **Government** or **Government of India** shall mean the Bharat Sanchar Nigam Limited.
  6. **Accepting Authority** shall mean the PGM (HR & Admn).
  7. **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
  8. **Tendered Value** means the value of the entire work as stipulated in the letter of award.
  9. The **date of award of work** shall denote the date of issuance of communication of acceptance of the tender.
  10. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

(End of Section – IV)

# SECTION–V

# PRICE SCHEDULE FOR HIRE CHARGES

#### 1. SEDAN (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): *not older than 2018 year model (AC Diesel)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Slab No | Monthly KM Hire slab | No.of vehicles | Cost of Hiring per AC vehicle per month slab rate.(Basic rate only) | Total cost. |
|  |  | **A** | **B** | **C=A\*B** |
| 1 | 1200 KM\*200 HRS | 2 |  |  |

**FOR SEDAN AC:**

a) For extra KM (Rs./KM)… Rs. \_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) Rs. \_\_\_\_\_\_\_

c) Night halt charges 10 hrs (Rs/Halt) Rs. \_\_\_\_\_\_\_\_

d) Extra charges for Sundays/Gazetted holidays Rs. \_\_\_\_\_\_\_\_

**Total ‘D’ (a+b+c+d) = Rs.=**

**Grand total ’E’=(‘C’+ ‘D’ ) Rs.**

**In words**

In case of variation between figures and words, amount quoted in words shall prevail.

\*\* GST is not to be quoted in the above table and applicable GST will be taken into account during the monthly billing.

**Note:**

**For the above mentioned slab the basic rates should be quoted failing which, the bid will be summarily be rejected.**

**Date Signature**

**Seal**

#### 2.HATCHBACK (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): *not older than 2018 year model (NON AC Diesel)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Slab No | Monthly KM Hire slab | No.of vehicles | Cost of Hiring per Non AC vehicle per month slab rate.(Basic rate only) | Total cost. |
|  |  | **A** | **B** | **C=A\*B** |
| 1 | 1200 KM\*200 HRS | 1 |  |  |

**FOR SEDAN AC:**

a) For extra KM (Rs./KM)… Rs. \_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) Rs. \_\_\_\_\_\_\_

c) Night halt charges 10 hrs (Rs/Halt) Rs. \_\_\_\_\_\_\_\_

d) Extra charges for Sundays/Gazetted holidays Rs. \_\_\_\_\_\_\_\_

**Total ‘D’ (a+b+c+d) = Rs.=**

**Grand total ’E’=(‘C’+ ‘D’ ) Rs.**

**In words**

In case of variation between figures and words, amount quoted in words shall prevail.

\*\* GST is not to be quoted in the above table and applicable GST will be taken into account during the monthly billing.

**Note:**

**For the mentioned slab the basic rates should be quoted failing which, the bid will be summarily rejected.**

**Date Signature**

**Seal**

#### 3.MUV (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): *not older than 2018 year model (NON AC Diesel)*

|  |  |  |  |
| --- | --- | --- | --- |
| Slab No | Monthly KM Hire slab | No.of Multi-Utility vehicle ( Non-AC\_Diesel) | Cost of Hiring per vehicle per month slab rate.(Basic rate only) |
|  |  | **A** | **B** |
| 1 | 1200 KM\*200 HRS | 6 |  |

a) For extra KM (Rs./KM)… Rs. \_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) Rs. \_\_\_\_\_\_\_

c) Night halt charges 10 hrs (Rs/Halt) Rs. \_\_\_\_\_\_\_\_

d) Extra charges for Sundays/ Gazetted holidays Rs. \_\_\_\_\_\_\_\_

**Total ‘F’ =(a+b+c+d) Rs.=**

**Grand total ’G’=(‘E’+ ‘F’ ) Rs.**

**In words**

In case of variation between figures and words, amount quoted in words shall prevail.

\*\* GST is not to be quoted in the above table and applicable GST will be taken into account during the monthly billing.

**Note:**

**For the above mentioned slab the basic rates should be quoted failing which, the bid will be summarily be rejected.**

**Date Signature**

**Seal**

#### 4.MUV (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): *not older than 2018 year model (AC Diesel)*

|  |  |  |  |
| --- | --- | --- | --- |
| Slab No | Monthly KM Hire slab | No.of Multi-Utility vehicle ( Non-AC\_Diesel) | Cost of Hiring per vehicle per month slab rate.(Basic rate only) |
|  |  | **A** | **B** |
| 1 | 1200 KM\*200 HRS | 1 |  |

a) For extra KM (Rs./KM)… Rs. \_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) Rs. \_\_\_\_\_\_\_

c) Night halt charges 10 hrs (Rs/Halt) Rs. \_\_\_\_\_\_\_\_

d) Extra charges for Sundays/ Gazetted holidays Rs. \_\_\_\_\_\_\_\_

**Total ‘F’ =(a+b+c+d) Rs.=**

**Grand total ’G’=(‘E’+ ‘F’ ) Rs.**

**In words**

In case of variation between figures and words, amount quoted in words shall prevail.

\*\* GST is not to be quoted in the above table and applicable GST will be taken into account during the monthly billing.

**Note:**

**For the above mentioned slab the basic rates should be quoted failing which, the bid will be summarily be rejected.**

**Date Signature**

**Seal**

#### 5. SUV (Short term/Need basis): Daily Time-KM Hire Slab: (Basic rates only) *not older than 2018 year model (AC Diesel)*

|  |  |  |
| --- | --- | --- |
| **Per vehicle Slab Rate** | | |
| Slab No. | Time-KM Hire slab | SUV ( AC) |
|  | A | B |
| 1. | 80 KM \* 10 hrs |  |
| 2. | Rate per hour for Extra hours |  |
| 3. | Rate per km for extra KM |  |

**Total ‘C’ (‘B1+B2+B3)=Rs.--------------**

**In words**

In case of variation between figures and words, amount quoted in words shall prevail.

\*\* GST is not to be quoted in the above table and applicable GST will be taken into account during the monthly billing.

**Note:**

**(i) In case of any omission the bid will not be considered.**

**(ii) For the above mentioned slab the basic rates should be quoted failing which, the bid will be summarily be rejected.**

**Date Signature**

**Seal**

(End of Section – V PRICE SCHEDULE)

**ANNEXURE-1**

**BID FORM**

E-Tender No: DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 Dated.15.02.2023.

A : (Name & Address of the Bidder)

Dear Sir,

1 Havingexamined the conditions of contract and services to be provided for **10 nos**. plus or minus 50% vehicles 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 **Price Schedule of Hire Charges at Section V** attached herewith and made part of this Bid.

2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 3% of the Tendered value subject to maximum limit of 5lakhs.

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 at any time before the expiration of that period.

5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

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

Dated this ……………………..Day of ………………2023

Signature of

In capacity of

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

Witness ……………………………………………………………

Address …………………………………….

Signature

**Encl:** Price Schedule of Hire charges at Section-V.

**ANNEXURE-2**

**HIRING OF VEHICLES FOR GSM FIELD DUTIES OF BSNL CHENNAI TELEPHONES INCLUDING ERSTWHILE CHENGALPAPTTU SSA**

E-Tender No.DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023

**TECHNICAL BID (TENDERER’S PROFILE)**

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

|  |  |  |
| --- | --- | --- |
| 1. | Name and Postal Address of the Bidder: Phone:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: | |
| 2. | Is your concern Recognized / Registered  (Attach Photocopy as a proof) yes NO | |
| Tick as applicable   * 1. Recognized by Govt. of India as Tourist Transport operator   2. Registered under Companies Act   3. Registered under Shops and Establishment Act   4. Registered as firm   5. Proprietorship / Any other category(please specify)   6. Sister concern of ………………………….(please specify name)   (Attach Photocopy as a proof) | |
| 3.a | Income Tax Permanent account Number (PAN) :  (attach Proof) & IT returns for last two years. | |
| 3.b | GST Registration Number :  (attach Proof) | |
| 3.c | Registration/Allotment Number of | |
| ESI (Attach proof) : | |
| EPF (Attach Proof) : | |
| Any other social security scheme for workers :  (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : | |
| 4. | | Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms / Organizations : ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years. |
| 5. | | Detailed Statement of Registered commercial vehicles of **not older than 2018 year model** as per format at **Annexure-2A**.(Non AC / Diesel vehicles) |
| 6**.** | | **Have you ever been Black listed:- yes or no**  **Enclose certificate as per (Appendix-VI)** |
| 7. | | The particulars of Bank Accounts to which ECS payment to be sent.  **Enclose certificate as per (Appendix-VII)** |

**Date Signature**

**Seal**

**ANNEXURE-2A**

**Statement of Vehicles owned by the Bidder**

**BIDDER’S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COMPANY’S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Details of **“OWNED” Vehicles with Registration Certificate in the Name of Service provider** not older than **2018 year model for SEDAN/HATCH BACK/MUV/SUV** type of vehicles in our fleet of operation as on date:(Non AC &AC Diesel vehicles). | | | | | | | | | |
| SL. NO. | Registration Number | Model (Year) | Date of Registration | **Vehicle Owner’s / Name** | Vehicle Type (Indica/Tata Sumo/ Qualis/Equivalent. Please specify)  **Non AC /AC Diesel** | Validity Details | | | |
| Permit | Fitness | Road Tax | Insurance |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |

**Note:** Copies of RC books to be enclosed as age proof for vehicles **not older than 2018year for SEDAN/HATCH BACK/MUV/SUV (Non AC /AC Diesel vehicles).**

Declaration:

The details as above furnished are correct and true. I undertake to produce original

Documents of the above said vehicles for verification as and when called for.

Date BIDDERS’S Signature office Seal

**ANNEXURE-3**

**BID SECURITY BOND**

Whereas ………………………(hereafter called “the Bidder”) has submitted its bid dated …………….…….. For hiring contract of commercial vehicles E-Tender No.DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023

.

…………………….KNOW ALL MENby these Presents that We …………….. of …………….. having our registered office at ……………. (Hereafter called “the Bank”) are bound unto …………………..BSNL, in the sum of Rs. …………. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

1If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

2If the Bidder, having been notified of the acceptance of its bid by the BSNL 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 up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 15.1 of **Section IV** of the Bid Document up to and including thirty (30) days after the period of Bid validity (180 days + 30 days = 210 days) and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness Full Address of Branch

Name of Witness Tel. No. of Branch

Address of Witness Fax No. of Branch

**ANNEXURE-4**

**PERFORMANCE SECURITY GUARANTEE BOND**

* + - 1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_(here in after called the said Service Provider(S) from the **demand of security deposit / earnest money of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_on production of Bank Guarantee for Rs. \_\_\_\_\_\_\_\_\_\_For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**we, (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(here in after referred to as “the Bank”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Service Provider’s do hereby undertake to pay to the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_an amount of not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_\_\_\_\_\_\_ by reason of any breach by the said Service Provider’s of any of the terms & conditions contained in the said agreement

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

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

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

5. We (name of the bank) further agree with the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_ that the BSNL, \_\_\_\_\_\_\_\_\_\_

shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

8. This PBG is issued with respect to the E-Tender No.DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023

9. Unless a demand or claim under this guarantee is made on us in writing before the expiry of the period from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

Dated : \_\_\_\_\_\_\_\_\_ .

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Indicating the name of the bank)

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

**ANNEXURE-5**

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on\_\_\_\_\_\_\_\_\_\_\_\_ or before date of bid opening)

To

The Dy. General Manager (NWP-CM)

Bharat Sanchar Nigam Ltd., Chennai Telephones,

II Floor, R K Nagar Telephone Exchange Building,

238,RK mutt Road, Mandaveli,Chennai-28.

Subject – Authorization for attending bid opening on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) in the Tender of hiring vehicles vide. E-Tender No.DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023

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

Order of Preference Name Specimen Signature

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

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

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

ANNEXURE-6

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 …………………………………………………….

……………………………………………………………………………………………………………………………………………………………………………………………………

**(To be filled by user**)

1. Purpose of Journey (detail) ………………………………………………………………….
2. Places visited ………………………………………………………………………………..
3. Meter Reading at Starting Point ……………… at closing Point ………………………..
4. Total KMs Run …………………………………
5. Time at Starting Point ……………… …. at closing Point …………………………..
6. Extra Detention Hours (beyond duty Hrs.) ………………………..
7. Charges for Parking/Toll Tax etc…………………………………………………….
8. Number of Night Halts ( for outstation journey only) ……………………………….

Driver’s Name & Signature Signature of User

**Annexure - 7**

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this \_\_\_\_\_\_\_ day of 2021 between M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is registered under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acting through its authorized official Shri. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AND**

Bharat Sanchar Nigam Ltd. ( herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through its authorized official Shri. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at Circle/ TDM Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The “Service Provider” has deposited Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Service Provider shall during the period of this contract, that is to say from\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than2018 year model and in a good operating condition as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of GST, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.

2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

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

4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. Service Provider will provide vehicles to BSNL **not older than 2018 year model** in good operation condition **for all the prescribed** types and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

6. The hired vehicle will be given ‘OFF’ only after 6 days working. All closed holidays/Second Saturdays the vehicle will be called for/supplied if required. The vehicles hired on monthly basis may be requisitioned on Sundays and Holidays as and when required and availability of vehicle on such occasion shall be necessarily/ mandatorily ensured by the bidder. Extra charges for such usage on Sundays and Holidays will be paid as per the rates finalized in the tender.

**7. All vehicles should be available for 10 hours duty starting preferably from 08.30 hours onwards considering the traffic condition in the Metro City.**

8. The monthly hiring vehicle bills will be settled ‘In the KM slab/next monthly KM slab rate OR the calculated extra KM run rate for the month whichever is less’.

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

11. Service Provider will submit bills in accordance with Section-IV, Clause (17) of the Bid document to the \_\_\_\_\_\_\_\_\_ Section of \_\_\_\_\_\_\_\_\_\_, of BSNL on monthly basis for release of payment by BSNL.

12. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 11(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 4 KMs whichever is less.

13. The duty hours is between the time the driver reports for duty to the Officer ie. the time the driver arrives at the designated place to pick-up the Officer in the morning and his duty ends at the time he drops the Officer at the designated place in the evening. The time travelled from the garage/normal parking place to the designated place of the Officer/office and vice versa for pick-up and drop should not be taken into account as duty hours.

14. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (21) of Section IV of Bid Document.

15. In the event of any mechanical failure/breakdown of vehicle after it’s reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (14) of Section III of Bid Document.

16. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the Plans. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

1. 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 upto Rs.300/-+GST 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.400/- per break down + GST shall be imposed.
2. The penalty for absence during extra Hour duty will be Rs.500/- per occasion + GST and for Temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence + GST. If the vehicle is not available / supplied by the Service Provider to the Officer as per the requirement of the Officer within the prescribed time, a penalty of Rs.100/- per hour will be levied
3. In case of non-availability of vehicles for any particular day penalty of Rs.500/- + GST per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
4. 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 **CGM Chennai Telephones** would be final.
5. In case if the service provider is not able to supply the required cars i.e for example Hatchback, he may send any similar type/better vehicle at the same approved rate of the respective plan and MUV model of “Indica/Tata Sumo/Qualis/Equivalent” without diluting any other tender conditions.
6. No payment will be made for vehicles supplied by the Service Provider older than **2018** model vehicles. The Service Provider should supply the OWN vehicles (i.e in accordance with the proportion of allotment given in the contract) as mentioned in Annexure 2A so as to claim CENVAT by BSNL Chennai Telephones.
7. 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.

17. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever.

18. The Bid Document No. **DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 Dated 15.02.2023**, schedules annexure/appendix which we annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.

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

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

21. (i) The Service Provider shall also be liable for all fines, penalties, and the like of parking (no parking area), traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.

(ii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.

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

23. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Schedule-IA of Company Act 1956 and clause 31 of Section-IV of the Bid documents enclosed as schedule “B” to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

24. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

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

26. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (24& 25) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (25.1) of Section-IV of Bid Document.

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

28. The venue of Arbitration proceeding shall be Office of *The Chief General Manager (CGM)* of BSNL at 78 Purasawalkam High Road CNI-10 or such other place as the arbitrator may decide.

(N.B : *At the places marked \* in the above clauses, “The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Manager (TDM), as the case may be incorporated*.)

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

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

31. 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.

32. 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:

1. For any dispute, Jurisdiction of court will be at Chennai only.
2. Diesel price as on …/…/2023 is Rs………… only

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Service Provider)

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

Tel :\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_\_\_\_

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name of the CGM / PGM / GM / TDM*

Bharat Sanchar Nigam Limited

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

Tel :\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_\_\_

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

### Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the BSNL For and on behalf of the Service Provider

Name (caps) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (caps) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of Witnesses In the presence of Witnesses

1. 1.

2. 2.

**ANNEXURE- 8**

**DECLARATION FOR NO ADDITION / DELETION / MODIFICATION DONE IN TENDER DOCUMENT**

It is hereby certified that there are no additions / deletions / corrections made in the downloaded Tender Document being submitted and it is identical in all respect to the Tender Document appearing on e-Tender Portal https://www.tenderwizard.com/bsnl.

### Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Service Provider

Name (capital) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE-9**

**PROFORMA FOR CLAUSE BY CLAUSE COMPLIANCE**

I / We certify that all Clauses and Sections of the Tender Document are complied with. I / We hereby certify that all the Clauses in all Sections of the Tender Document are accepted unconditionally.

### Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Service Provider

Name (capital) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(End of Section – V ANNEXURES)

**APPENDIX- I**

# Appendix-I

## (Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in Chennai Telephones, vide E-Tender No: DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023 as required under Section-III, clause 12 of Bid-Document)

**No NEAR RELATIONSHIP CERTIFICATE**

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

Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that none of my relative(s) as defined in clause 31 of Section-IV and Section-III, clause12 of Bid document is/ are employed in BSNL unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

### Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Service Provider

Name (CAPITAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix – II

**U N D E R T A K I N G**

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 at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, 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 .)--------------------------------------------- S/O ------------------------------------residing at-----------------------------------------------on behalf of said M/s ------------------------------------------------------------- (Name of the Firm, Company, Trust, Society, etc.) having its office at-------------------------------------------------------------------and duly authorized to sign, file and verify present undertaking by the said ------------------------------(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office respect to Tender No.-------------------------------------------------------. I/ We ------------------------------------------------- acknowledge that I/We -------------------------------------------------------have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

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

OR

1. 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

1. Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.
2. In witness whereof this undertaking has caused on the ------- Day --------Month of --------Year .

Date:

Place:

(Signature:-------------------------)

Name:--------------------------------

Designation:--------------------------

**WITNESS :** 1. ………………………………..

2. ………………………………….

# Appendix-III

(Certificate on Non-Blacklist in the tender called for hiring Light Commercial vehicles on Long Term use in BSNL, Chennai Telephones, vide E-Tender No.DGM NWP-CM/GEM E-Tender/Hiring Vehicle/2022-23 dated 15.02.2023

## as required under Annexure-2 of Bid-Document)

**NON BLACKLISTING CERTIFICATE**

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

hereby certify that I/my company have/has not been blacklisted by any Govt. Department/PSU of Central or any State Govt./GST Authorities as mentioned in the 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 Service Provider

Name(CAPITAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX-IV**

## **ECS FORM**

Mandate Form

Payment through RTGS-System (Real time gross settlement**)**

|  |  |  |
| --- | --- | --- |
| 1 | Name of the supplier (M/s) |  |
| 2 | Address of the supplier. |  |
| 3 | Name of the a/c Holder. |  |
| 4 | Bank Name |  |
| 5 | Branch Name |  |
| 6 | Branch Address,  Tf No.  Fax No. |  |
| 7 | MICR Code no. |  |
| 8 | Type of a/c. |  |
| 9 | A/c. No. |  |
| 10 | IFS Code |  |

     I hereby declare that the particulars given above are correct and complete.  If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant

under the scheme.

(……………………………)  
Date Signature of the authorized signatory of the supplier with stamp.  
  
*Certified that the particulars furnished above are correct as per our records.*

Bank’s Stamp           (…………………………)  
 Signature of the authorized official of the Bank

Date:

I have read and understood the above.

Signature of Bidder

Name of the bidder

**APPENDIX-V**

**VENDOR MASTER FORM**

(The details listed will be used for making all payments against Pos/WOs, intimation of payments by email, issue of TDS certificates, C Form for CST purchased etc,)

(\*) Minimum Required Fields to be filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title\* : Mr. / Ms./ M/s. / Dr.

Name\* : ……………………………….

…………………………………

………………………………

Address\* : ……………………………………….

………………………………………

………………………………………

Town/District\* :

City\* :

State\* :

Postal/PIN Code\* : Country\* :

**Contact Details**

Telephone Number : Fax No.:

E-mail id :

(Mandatory for E-tendering)

Name of Contact Person: : Mobile No:

Alternate Contact Person : Mobile No:

**Tax Information:**

PAN :

GST .No. :

For foreign vendor

**Income Tax Exemption details:**

IT Exemption No, : IT Exemption rate:

IT Exemption date :

IT Exemption date from : IT Exemption date to:

**Excise Details:**

Excise reg. no. :

Excise Range. :

Excise Division :

Excise Commissionerate :

**Payment Transactions/Bank Details**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No. :

BANK IFSC :

Account Holder’s Name :

Type of Account : Savings (10) Current (11)

SWIFT Code :

(for Foreign Vendors)

IBAN :

(For Foreign Vendors)

(Enclose a blank Cheque / a Photocopy of the Cheque to verify A/c No. & Bank details)

**Industry Status:**

Micro / SSI Status : Yes / No.

1. I/We hereby authorize BSNL to make all payments to us by cheque / direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: If the relevant documents for MSME/SSI status are not provided, then the relevant exemption will not be given.

**Company / Vender Authorized Signatory / Designation Date: Company Seal**

(For Office use)

Vendor Account Group: Payment Method:

TDS Type – Invoice : TDS Code – Invoice:

Checked by: Authorised by (Finance) SAP Vendor Master created on SAP Vendor Code

Name of the bidder

**APPENDIX-VI**

**Summary Sheet of Monthly Basis Cab & Taxi Hiring Services**

Duty sheet for the month of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vehicle No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make & Model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Category: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **VehicleNo** | **Start**  **Meter** | **Close**  **Meter** | **Total**  **KMs** | **Start**  **Time** | **Close**  **Time** | **Total**  **Hrs** | **User**  **Sig.** | **Remarks** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

Total Kms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Extra Kms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Hrs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Extra Hrs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parking: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Certified that all the entries in the consolidated sheet has been checked and verified)

**Signature of User with Name and Stamp**

**ANNEXURE - VII**

**Certificate with regard to the bidder not having a land border with India**

Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not from such a country.

For and on behalf of (Name of firm/entity) Authorized signatory

ANNEXURE – VIII

**Certificate with regard to the bidder having a land border with India**

Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby certify that, M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority should be attached.

For and on behalf of (Name of firm/entity) Authorized signatory

**APPENDIX-X**

|  |  |  |
| --- | --- | --- |
| **Appendix-1 to Section 4 Part A of Chapter 4**  **(Standard Tender Enquiry Document)** | | |
|  |  |  |
| **S. No.** | **Defaults of the bidder / vendor.** | **Action to be taken** |
| A | B | C |
| 1(a) | Submitting fake / forged | i)  Rejection of tender bid of respective Vendor. ii)  Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii)  Termination**/** Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand. |
| a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; |
| b) Certificate for claiming exemption in respect of tender fee and/ or EMD;  and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.  and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO. |
| **Note 1:**- However, in this case the performance guarantee if alright will not be forfeited. | |
| **Note 2:**- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO. | |
| 1(b) | Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender : |  |
| (i) If detection of default is prior to award of APO | i) Rejection of Bid & ii) Forfeiture of EMD/Banning of business for 3yrs.  (iii)Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order |
| (ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.) | * + - * 1. Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD/ Banning of business for 3yrs.         2. iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order |
| (iii)  If *detection of default after receipt of PG/ SD (DD,BG etc.) .* | 1. Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount   (iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for three years from date of issue of banning order. |
| (iv)  If *detection of default after issue of PO/ WO* | i) Termination/ Short Closure of PO/WO and Cancellation of APO  ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.  (iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for three years from date of issue of banning order. |
| **Note 3**:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. | |
| **Note 4:-** No further supplies are to be accepted except that required to make the already supplied items work. | |
| 2 | If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following : | Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
| a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. |
| b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely. |
| 3 | Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO. | Forfeiture of EMD/Banning of business for 3 years. |

|  |  |  |
| --- | --- | --- |
| 4.1 | Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. | i)  Termination of PO/ WO. ii)  Under take purchase/ work at the risk & cost of defaulting vendor. iii)  Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor. |
| 4.2 | Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO. | i)   Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii)   Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii)  Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor. |
| 5.1 | The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract. | i)  If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR  ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 5.2 | Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle). | i)  If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii)  If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle. | | |
| 6 | Submission of claims to BSNL against a contract | i)  Recovery of over payment from the outstanding dues of Vendor including PG & SD etc. and by invoking ‘**Set off**’ clause 29 of Section IVor by any other legal tenable manner. ii)  Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later. | | |
| (a) for amount already paid by BSNL . |
| (b) for Quantity in excess of that supplied by Vendor to BSNL. |
| c) for unit rate and/ or amount higher than that approved by BSNL for that purchase. |
| **Note 5**:- The claims may be submitted with or without collusion of BSNL Executive/ employees. | | | |
| **Note 6:**- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not. | | | |
| 7 | Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that | | i) Termination of PO/ WO**.**  ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. | |
| b)  Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. | | ( Continued from page 178)  iv) Legal action will be initiated by BSNL against the Vendor if required. | |
| c)  tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). | |  | |
|  | d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. | |  | |
|  | e)  undertakes any action that affects/ endangers the security of India. | |  | |
| 8 | If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated. | | i) Termination/ Short Closure of the PO/ WO. ii)  Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii)  No further supplies are to be accepted except that required to make the already supplied items work.  iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v)   In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.  Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. | |
| 9 | In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings. | | i)  Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii)  No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v)   In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD. |
| 10 | If the vendor does not return/ refuses to return BSNL’s dues: | | i) Take action to appoint Arbitrator to adjudicate the dispute.  iii) Take legal recourse i.e. filing recovery suite in appropriate court. |
|  | b) inspite of Court Orders. | | i)  Termination of contract, if any. ii)  Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL’s dues, whichever is later. |
| 11 | If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course | | Take Action as per the directions of CBI or concerned department. |
| 12 | The following cases may also be considered for Banning of business: | | i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
| (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. | |
| (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. | |
|  | (c) If the vendor/ supplier fails to submit required documents/ information, where required. | |
| (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier. | |
| **Note 7:** The above penalties will be imposed provided it does not clash with the provision of the respective tender. | | | |
| **Note 8:**-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines. | | | |
| **Note 9:**Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills. | | | |

**CHECK LIST**

The check list shall be filled up and enclosed with the Tender document

|  |  |  |  |
| --- | --- | --- | --- |
| **SL.**  **No.** | **ITEMS** | **Whether available**  **Yes/No** | **Remarks** |
| 1 | Bid security details |  |  |
| 2 | DD or bankers cheque for the tender fee |  |  |
| 3 | Chennai Office details |  |  |
| 4 | Digitally signed copy of tender documents, Corrigendum and Addendum. |  |  |
| 5 | Authorization to sign bid document |  |  |
| 6 | Proprietary deed/ Partnership deed/ MOA |  |  |
| 7 | Power of attorney in case of Partnership Company. |  |  |
| 8 | Document proof of past performance in PSU/ Govt dept. |  |  |
| 9 | Bid form |  |  |
| 10 | No near relative certificate |  |  |
| 11 | Proof of financial health of bidder certified by Charted Accountant /Bank |  |  |
| 12 | IT returns copy of last 2 years |  |  |
| 13 | Authorization letter for attending bid opening |  |  |
| 14 | Profile of bidder & questionnaire |  |  |
| 15 | Vendor master form |  |  |
| 16 | Declaration for no addition / deletion / correction done in Tender document |  |  |
| 17 | GST registration copy |  |  |
| 18 | PAN card copy |  |  |
| 19 | EPF registration copy |  |  |
| 20 | ESI registration copy |  |  |
| 21 | Financial bid |  |  |
| 22 | others |  |  |

**\*\*\* END OF THE E-TENDER DOCUMENT \*\*\***