



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o GENERAL MANAGER (CM)
CHENNAI TELEPHONES
238, R K MUTT ROAD, MANDAVELI, CHENNAI- 600028.

E-TENDER DOCUMENT

E-TENDER No.DGM B&CCS-CM/TENDER/HIRING VEHICLE/2020-21
DATED 20-07-2020.

E-TENDER DOCUMENT FOR
HIRING OF VEHICLES FOR GSM FIELD DUTIES
OF CHENNAI TELEPHONES INCLUDING CPT SSA UNITS
FOR THE YEAR 2020-21.

TWO STAGE TENDER (TECHNICAL BID & FINANCIAL BID)

Tel. No. 044-24620125
Fax No. 044-24620115



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TENDER FORM

**HIRING OF VEHICLES FOR GSM FIELD DUTIES OF CHENNAI TELEPHONES
INCLUDING CPT SSA UNITS FOR THE YEAR 2020-21 THROUGH
E-TENDERING.**

E-TENDER No.DGM B&CCS-CM/TENDER / HIRING VEHICLE /2020-21 DATED 20.07.2020.

Estimate cost of tender : Rs. 70,58,897 /-
Cost of tender document : Rs. 1180/- (Rs.1000 +GST 18%)
Bid Security/EMD : Rs. 1,41,178/-

Online Tender conducted through: www.tenderwizard.com/BSNL
Contract period : One year
Certified that this Draft NIT contains 70pages only

Bid security

Plan opted	Bid Security Rs.
1&3	25,258/-
2&3	1,17,238/-
1,2&3	1,41,178/-

Tender forms Available online www.chennai.bsnl.co.in following “Link for E-tenders by Chennai Telephones”.

Due Date /Time of Receipt : 14:00 Hrs of 09-10-2020.

At O/o DGM (B&CCS-CM),
238, R K MUTT ROAD, MANDAVELI, CHENNAI - 600028.

Visit us at: www.chennai.bsnl.co.in

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SECTION-I (Part-A)

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
CHENNAI TELEPHONES

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

NOTICE INVITING TENDER

E-Tender No.DGM B&CCS-CM/TENDER/HIRING VEHICLE/2020-21 DATED 20.07.2020.

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 Three vehicles under their ownership.**

Note : All vehicles shall not be older than 2012 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 e-tender document for downloading	Website from where the document is to be downloaded	Tender Fee payable by bidders other than MSME (Rs)	Bid Security payable by bidders other than MSME (Rs)	Due date for submission of bids	Due date for opening of Technical bids
From 14:00 hours of 18.09.2020 to 13:58 hours of 09.10.2020.	https://www.tenderwizard.com/BSNL	Rs.1180/- (Rupees One thousand One hundred and eighty only)	Plan Rs. 1&3 25,258/- 2&3 1,17,238/- 1,2&3 1,41,178/-	Upto 13.59hrs (online) and 14.00hrs (offline) on 09.10.2020	At 14:30 hours of 09.10.2020

2. 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 Three owned commercial vehicles of following types and models (Type of vehicles under Plan-1, & 2 put together) as mentioned below., Alternatively 16.67 % of the hired quantity of the plan in which the bidder is participating.
3. 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.

Plan-1:- Small car i.e. Tata Indica type/Equivalent Non AC&AC Cars (Diesel) on monthly basis.

Plan-2:- Multi Utility Vehicle i.e. Tata Sumo type/Equivalent Non-AC & AC (Diesel) on monthly basis.

Plan-3:- Other types as provided in the schedule i.e. AC & Non-AC vehicles on daily time-KM slab basis.

- The Bidders should compulsorily quote the basic rates for all the slabs under Plan1/2/3. Otherwise the bid will be rejected..
- The bidder quoting rates for
 - Any of the Plan 1 / 2(Monthly hire charges)should quote Plan3 compulsorily OR
 - Both the Plan1 &Plan2(Monthly hire charges)should quote Plan 3 compulsorilyi.e Any of Plan-1 & Plan-2 cannot be quoted without quoting Plan-3, otherwise the bid will be rejected

4. **Purchase of Tender Document:** The bidders intending to participate in the tender shall get themselves registered in the ITI Tender wizard portal through **www.tenderwizard.com/BSNL**.

Tender document can also be obtained free of cost by downloading it from the website www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones". The tender document for participating in E-tender shall be available for downloading **during the period and from the website mentioned at Clause 1 of section-I Part-A(NIT).**

Bidders must register on the e-tender 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.

4.1 Bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque to an **amount mentioned at Clause 1 of section-I Part-A(NIT)** along with the tender bid, failing which the tender bid shall be liable to be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favour of **"Accounts Officer (C&A) HQ, BSNL, Chennai Telephones"** payable at Chennai.

4.2 The cost of Tender Document is free to MSE bidders on production of requisite proof in respect of valid certification from MSME for the Tendered item.

4.3 BSNL, Chennai Telephone District has decided to use **process of e-tendering only** for inviting this tender and thus the physical copy of the tender would not be sold anywhere.

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

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

6. Bid Security:

6.1 The bidder shall furnish the bid **EMD for the amount mentioned at Clause 1 of section-1 Part-A (NIT)** in any one of the following ways.

- (a) Demand Drafts/Banker's Cheque drawn in favour of **"Accounts Officer (C&A) HQ, BSNL, Chennai Telephones"** and payable at Chennai.
- (b) Bank Guarantee as prescribed in format given in **Section –V (Annexure-4)** from a Nationalized /scheduled bank drawn in favour of General Manager (CM), Chennai Telephones, Chennai which

should be **valid for 210 days** from the tender opening date.

- (c) The MSE units shall be exempted from submission of Bid security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6.2 Bidders shall have to deposit **Bid Security** in the form of DD / Bankers cheque / Bank Guarantee along with the bid as detailed below:-

- i. If the bidder is quoting rates for **Any one of the two Plans(Plan1 or2)**, then the bidder should submit **total amount of the Bid security for that Plan& for Plan3.i.e**

-- Bid security Rs.25,258/- for Plan1&3 and Rs.1,17,238/- for Plan2&3
(Total Cost of tender value is Rs.12,62,897/- for Plan1&3 and Rs.58,61,897/- for Plan2&3)

- ii. If the bidder is quoting rates for **both the Plans (Plan-1&Plan-2)**, then the bidder should submit **total amount of the Bid security for Plan1,Plan2 and Plan3. Rs.1,41,178/-**(Total Cost of tender value is Rs.70,58,897/-).

7. Date & Time of Submission of Tender bid:

7.1.1 Last Date/ Time of submission of Bid Online: **Up to the time and date mentioned at Clause 1 of Section-I Part-A (NIT).**

7.1.2 Last Date/Time of Submission of documents in hardcopy: **Up to the time and date mentioned at Clause 1 of section-I Part-A (NIT) for submission of bids online.**

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 respectively.

8. Online opening of Tender Bids:

Tenders will be opened at the time and date mentioned at Clause 1 of section-I Part A (NIT) for opening of Technical bids. **The date and time of opening of Technical bid is 09/10/2020 at 14:30 hrs.** The date and time of opening of financial bid shall be communicated to technically qualified bidders later on.

9. Place of opening of Tender bids:

9.1 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.

9.2 However, if required, authorized representatives of bidders can attend the offline **TOE at the Chamber of DGM(B&CCS-CM), 6th 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).

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

11. 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.
12. 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.
 - 12.1 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 E-tender Portal (<https://www.tenderwizard.com/BSNL>).
 - 12.2 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.
 - 12.3 For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).
13. 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.
14. If there are varying or conflicting provisions made in any one document forming part of the contract, is accepted ie. 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.

15. 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 B&CCS-CM
BSNL Chennai Telephones
238, RK mutt Road,Mandaveli, Chennai-600028.
Tel: 044-24740122/ Fax: 044-2471055 .

SECTION - I (Part B)

Press Notice (shall not be part of NIT)



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
CHENNAI TELEPHONES

O/o General Manager (CM), R K Mutt Road, Mandaveli, Chennai-600 028.

Notice Inviting Online Tender

E-TENDER No.DGM B&CCS-CM/TENDER / HIRING VEHICLE /2020-21 DATED 20.07.2020

The General Manager (CM), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line item rate bids from reputed commercial vehicle service providers having minimum Three vehicles under their ownership of various types and models for **hiring of vehicles for the use of GSM field units duties of Chennai Telephones including Chengalpattu SSA units for the year 2020-21.** (Note : All vehicles shall not be older than 2012 model and should be in Good operating condition.)

Tender document available online for downloading		From 14:00 hrs of 18/09/2020 to 13:58 hrs of 09-10-2020
Last date & time for submission of online		Upto 13:59 hrs of 09-10-2020
Last date & time for submission of offline documents		Upto 14:00 hrs of 09-10-2020
Date & time of opening of Technical bid		At 14:30 hrs of 09-10-2020
Cost of tender document		Rs. 1180/- only
Type of Plan	Estimated Tender cost in rupees	Bid security in rupees
For participating in Plan – 1&3	12,62,897/-	Rs. 25,258/-only
For participating in Plan -2&3	58,61,897/-	Rs. 1,17,238/-only
For participating in Plan -1,2&3	70,58,897/-	Rs. 1,41,178/-only

The bid forms and other details can be obtained from the online tender procurement Portal <https://www.tenderwizard.com/BSNL> and also in www.chennai.bsnl.co.in

DGM B&CCS-CM
BSNL Chennai Telephones
238, RK Mutt Road, Chennai-600028.
Tel: 044-24740122 / Fax: 044-24710555.

(End of Section - I)

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 (Part-A) 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.

2. **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. **List of Documents required:** There will be two envelopes system, the first envelope will be named as techno commercial and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents.

(a) Techno-Commercial envelope shall contain:

- i. EMD (Bid Security).
- ii. Cost of the tender documents i.e. tender fee (Rs.1180/-).
- iii. Bidder's profile duly filled and signed. (Section-V / Annexure-2)
- iv. No Near Relation Certificate in Proforma duly filled & signed. (Appendix-IV)
- v. Tender document digitally signed for having read it & accepted it.
- vi. Tender/ Bid form duly filled & signed-Section-V / Annexure-I.
- vii. Electronic Form-Technical (refer Appendix-VIII e-tendering instructions).
- viii. Any other Documents stated in clause 3.4 of Section – IV.

(b) Financial Envelope shall contain

Electronic Form-Financial along with Price schedule (Section-V) for all relevant Plans of hired vehicles.

4. 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.

Note: At the time of opening the bids, initially offline submitted envelopes (as mentioned at Section-IV Clause 3.4) of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per clause 3.4 of Section-IV in a sealed envelope bearing tender number, name of item and the phrase "Do not open before (due date and time of opening of tender)".

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.

The work consists of three parts namely **PLAN-1 & PLAN-2 (both plans under monthly KM slab hire basis) and PLAN-3(on Daily KM-Time slab hire basis)** based on BSNL's requirement. Apart from the requirement of **15 vehicles** on monthly hire basis for Chennai Telephones, the bidders may also provide hired vehicles to RF wing as per their requirement under Plan 1 to Plan 3.

NOTE: The Bidders responding to this NIT may quote for monthly hire charges

- I. separately for Plan-1 or Plan-2 including Plan-3 OR
- II. both Plans Plan-1 and Plan-2 including Plan-3 OR
- III. All the three Plans i.e. Plan-1, Plan-2 including Plan-3.

All vehicles shall not be older than 2012 model and should be in Good operating condition. Each plan will be evaluated independently.

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

NOTE: Plan-3 quoting is compulsory along with any of Plan-1 & Plan-2 or both.

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars are required and the estimated number of such **hiring per Month** for the Plan-1, Plan-2 and Plan-3 are tentatively indicated below.

PLAN-1(Scheduled Works) / Monthly KM Hire Slab: Small car i.e., Tata Indica/Equivalent type Cars (Non AC/Diesel) of not older than 2012 year model and should be in Good operating condition.

Monthly Hire slab	Quantity of Small car i.e., Tata Indica/Equivalent Cars Non AC (Diesel) Not older than 2012 year model	Quantity of Small car i.e., Tata Indica/Equivalent Cars AC (Diesel) Not older than 2012 year model
1000 KMs	0	0
1500 KMs	0	0
2000 KMs	1	1
2500 KMs	1	0

PLAN-2 (Scheduled Works) / Monthly KM Hire Slab: Multi-utility Vehicle i.e. Tata SUMO / Qualis/Equivalent type of vehicles (Non AC/Diesel) of not older than 2012 year model and should be in Good operating condition.

Monthly Hire slab	Quantity of Multi-utility i.e. Jeep Tata Sumo/Qualis/Equivalent Non AC (Diesel) Not older than 2012 year model	Quantity of Multi-utility i.e. Jeep Tata Sumo/Qualis/Equivalent AC (Diesel) Not older than 2012 year model
1000 KMs	1	0
1500 KMs	3	0
2000 KMs	4	1
2500 KMs	3	0

PLAN - 3(Non-Scheduled Works) / Daily Time-KM Hire Slab (not older than 2012 year model and should be in Good operating condition).

Slab No.	Time-KM Hire Slab	Small car i.e.,Indica/ Equivalent (Non AC)	Small car i.e., Indica/ Equivalent(AC)	Multi-utility i.e.,Tata Sumo/ Qualis/ Equivalent (Non AC)	Multi-utility i.e.,Tata Sumo/ Qualis/ Equivalent (AC)
		A	B	C	D
1	5 Hrs - 50 KMs (Half day)	2	2	2	2
2	10 Hrs - 100 KMs (Full day)	5	5	5	5
3	10 Hrs - Night (2100 TO 0700) 100 KMs	2	2	2	2

NOTE:

1. The Tables shown above in PLAN-1, PLAN-2, &PLAN-3 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 Plans may also be reduced based on the field requirement.

2. **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.**
3. **For all the slabs 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 SSA**. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under Plan-1, Plan-2, & Plan-3 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 incharge) 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 (NWO)-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 SSA**. Actual place of reporting shall be specified by users (concerned unit incharge) of vehicles.
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:
- i. **Telephones/Mobile Nos.-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - ii. **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - iii. **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - iv. **Uniforms-**Provide his employees uniforms which shall be worn by them all the time while on duty.
 - v. **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, GST, 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.
 - vi. **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.
 - vii. **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - viii. **Drivers** attested copy of driving license should be submitted during the contractual period.
 - ix. **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability.
 - x. **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
 - xi. **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty, the duty slips are completed and signed by the users at the end of duty..
 - xii. **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.

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.
- (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

13. BSNL will not have obligation:-

- I. No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- II. No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- III. BSNL will not be responsible for theft, burglary, fire, damage of vehicles due to unforeseen reasons or any mischievous deeds by his staff.
- IV. Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers and their employees.

14. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or within one hour. In case of non-availability of suitable vehicle a penalty upto Rs.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.
- (ii) 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

- (iii) 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.

- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of **CGM Chennai Telephones** would be final.
- (v) In case if the service provider is not able to supply the small car i.e indica type or MUV car i.e Tata Sumo/Qualis/Equivalent type car, he may send any similar type/better vehicle at the same approved rate of the respective plan and model of Multi-utility vehicle i.e "Travera/xylo/Equivalent" without diluting any other tender conditions.
- (vi) No payment will be made for vehicles supplied by the Service Provider older than 2012 Model and not in Good condition.**
- (vii) 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.
- (viii) 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'.
- (ix) If the ordered vehicle on monthly hire basis (Plan-1 to Plan-3) 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.
15. 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:

- 1.1 The bidder should have at least One year past One year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Organizations/ Firms. A Local office is to be available in Chennai for the bidder.
- 1.2 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 **Three** (Plan-1&2 put together) (i.e. **minimum 16.67% of the total quantity** estimated for hiring) with permit from RTOs in the name of proprietor/ company/ partners/firm/director. If the bidder quotes for any individual following Plan or combined Plans, the bidder should own vehicles with Registration Certificate in the name of the service Provider registered as Taxis with valid permit from RTO as follows:
- a) **For Plan-1:- Small car i.e. Tata Indica cars/Equivalent (Non AC/ AC Diesel) not older than 2012 year model =1 vehicles.**
- b) **For Plan-2:- Multi-utility vehicle i.e Tata Sumo/Qualis/Equivalent (Non AC/AC Diesel) not older than 2012 year model = 2 vehicle.**

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 and other originals within the final sitting of the Technical evaluation of the Bid documents for considering for price bid opening.

- 1.3 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 **Three** owned vehicles according to the above mentioned Plan-1&2 and as per their participation, 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 2012 and in Good operating condition shall be provided.**

- 1.4 The bidder must have a turnover of not less than **30lakhs** during each of the preceding Two financial years.

However BSNL Reserves the right to relax the criteria of “turnover of not less than **30lakhs** 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

- 3.1 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.

- 3.2 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.
- 3.3 One original set of documents establishing Prime eligibility conditions, Technical bids and financial bids in separate covers should be dropped in the Tender box available in the O/o DGM (B&CCS-CM) No: 238, RK Mutt Road, Mandaveli, Chennai-600 028 before due date and time of opening Tender.

3.4 DOCUMENTS COMPRISING THE BID:- Bidder shall furnish the documents as per **Technical Bid Form (Tender'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 ETS Portal and original documents(offline) attested/authorized are to be dropped in the Tender box available in the, O/o DGM (B&CCS-CM), VI 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

- Tender Fee Rs 1180/-(incl. GST 18%)
- EMD document / 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 2018-19 & AY 2019-20.
- No Near-Relative certificate (as in Appendix-IV).
- Non Black list certificate
 - (i) Self-declaration that the bidder is not blacklisted by GST authorities.
 - (ii) 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.

- 3.5 Rates should be quoted as per the Price Schedule for Hire Charges at **Section-V** and should be enclosed with Financial Bid Form at **Sec-V Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- 3.6 The duly filled tenders must be accompanied with a **DD/Bank Guarantee valid for 210 days** from the date of tender opening as Bid Security as narrated in Section-I and as detailed below as per format at **Annexure-4 of Section-V**.
- (i) If the bidder is quoting rates for **any one of the two Plans (Plan1 or2)**, then the bidder should submit **total amount of the Bid security for that Plan & for Plan3**. i.e
- Bid security Rs.25,258/- for Plan1&3 and Rs.1,17,238/- for Plan2&3
(Total Cost of tender value is Rs.12,62,897/- for Plan1&3 and Rs.58,61,897/- for Plan2&3)
- (ii) If the bidder is quoting rates for **both the Plans (Plan-1 & Plan-2)**, then the bidder should submit **total amount of the Bid security for Plan1,Plan2 and Plan3**. Rs. **1,41,178/-**-(Total Cost of tender value is Rs.70,58,897/-)

Plan	Total Tender cost Rs.	Bid Security Rs.
1&3	12,62,897/-	25,258/-
2&3	58,61,897/-	1,17,238/-
1,2&3	70,58,897/-	1,41,178/-

NOTE: The bidder quoting rates for any of the above Plans OR all the above two Plans (Monthly hire charges), then the bidder should **compulsorily quote rates for the slabs under Plan-3. ie. Plan-3 quoting is compulsory along with any of Plan-1 & Plan-2 or both plans. Otherwise the bid will be rejected.**

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

3.8 FINANCIAL BID

The Financial Bid shall be submitted as follows:

- a) Bid form in the prescribed format as per Annexure-I of Section-V.
- b) Price Schedule as per Section-V showing the breakup of rates for different slabs of Plans 1 to 3

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.

I. 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.

II. 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 plan (ie., Plan -1 along with plan-3., or Plan-2 along with plan-3., or both Plan 1 & 2 along with plan-3) 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 10 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. SEALING AND MARKING OF BIDS:

- 4.1 The bid should be submitted as per clause 3 of Section-II (Tender information).
- 4.2 The bid should be submitted online using Single stage bidding with Two stage opening using two electronic Envelope methodology.
 - a. The first envelope should be named Techno-Commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 3.4 with bid security as per clause 15Section-IV.
 - b. The second envelope should be named as Financial bid containing price schedules as per Section-V.
 - c. The cover of first envelope should contain the "Original & copy" of techno-commercial bid duly marked as "TECHNO-COMMERCIAL BID".
 - d. The cover of second envelope should contain the "Original & copy" of the financial bid, duly marked as "FINANCIAL BID".

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

4.3

- a. All the envelopes shall be addressed to the purchaser at the following address DGM B&CCS-CM, VI Floor, R K Nagar Telephone Exchange Building, No.238, RK mutt Road, Mandaveli, Chennai – 600028.
- b. All the envelopes must bear name of the tender, the tender number and the words 'DON'T OPEN BEFORE' (Due date and time) and also mentioning item(s) for which the bid is submitted.

- c. The inner and outer envelopes should indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as received 'late'
 - d. Tender may be sent by registered post or delivered in person on above-mentioned address (address is given in clause 4.2 (a) above). The responsibility for ensuring that the tenders are delivered in time vests with the bidder.
 - e. Bids shall be delivered up to dt 09.10.2020 by 14.00 hours in the tender box kept at O/o DGM B&CCS-CM, VI Floor, R K Nagar Telephone Exchange Building, No.238, RK Mutt Road, Chennai – 600 028. (at the venue address given in clause 4.3 (g) below) of the tender opening.
 - f. The purchaser (BSNL) shall not be responsible if the bids are delivered elsewhere.
 - g. **Venue of tender opening:** Tender will be opened in the Chamber of DGM(B&CCS-CM),6th Floor, No: 238 RK mutt Road, RK Nagar, Mandaveli, Chennai-28 at 14.30 hours on the due date i.e 09.10.2020. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on a notice board.
- 4.4 **If both the envelopes are not sealed and marked as required by Clauses mentioned above the bid shall be rejected.**

5. SUBMISSION OF BIDS

- 5.1 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)**.
- 5.2 The Purchaser (BSNL) may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 3.12 of Section IV in which case all rights and obligations of the purchaser and bidders remain the same to the extended deadline.

6. LATE BIDS

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

6.1 CLARIFICATION OF BIDS

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

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

Note:

For Clarifications in the tendering procedure, a **Pre-bid meeting is scheduled on 25-09-2020 @ 15:00hrs at the O/o DGM B&CCS-CM, RK Mutt road,Mandaveli,Ch-28.** . The purpose of the meeting will be to clarify queries and to answer queries on any matter that may be raised at that stage with respect to the tender.

The bidder or his official representative is allowed to attend the pre-bid meeting. The authority inviting bid will respond to any request(s) for clarification received upto 14.00 Hours

on 25-09-2020. Description of clarification sought and the response of the authority inviting the bid will be issued during pre bid meeting and if required uploaded for information of the public or other bidders without identifying the source of request for clarification.

6.2 MODIFICATION AND WITHDRAWAL OF BIDS

- 6.2.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 6.2.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 3.
- 6.2.3 Subject to clarification of bids vide clause 6.1 above, no bid shall be allowed for modification subsequent to the deadline for submission of bids.
- 6.2.4 Those short listed bidders who have withdrawn and have duly communicated and confirmed such withdrawal before opening of financial bids shall get back their EMD after finalization of the tender. The unopened sealed covers containing the financial bids of those who have not been short-listed shall be returned to them and their EMD shall be refunded after finalization of the tender.
- 6.2.5 Before the deadline for submission of bids, the BSNL may modify the bidding documents by issuing online corrigendum, if any
- 6.2.6 BSNL shall extend the last date for submission of bid, if necessary, specified in clause-1 under section I (part A) to give reasonable time to prospective bidders to finalize the tender by taking such addendum into account.

7. Bid opening

- 7.1 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).
- 7.2 A maximum of two representatives of any bidder can be authorized and one representative is permitted to attend the bid opening.
- 7.3 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.

- 7.4 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.
- 7.5 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.**

7.6 The Purchaser (BSNL) shall reject the tenders summarily in the following cases:

- a. Technical bids received without Bid Security / Financial bids.
- b. Financial bids received without Bid Security / Technical bids.
- c. Both the bids clubbed and /or found in a single cover.
- d. Bids received not in accordance with the prescribed procedure. All such bids shall be recorded unopened.

8. Bid Evaluation

- 8.1 **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.
- 8.2 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.
- 8.3 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 in each Plan (Plan-1 to 3)** 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 (Plan-1 along with Plan-3 or Plan-2 along with Plan-3,) or combination of both Plans (1&2) along with Plan-3 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 slabs indicated in the respective PLANS, otherwise the bid will be summarily rejected.**
- 8.4 The rate arrived at the Grand total 'H' of Plan 1's price schedule at Section V will be taken for evaluation for Plan 1 purpose. The lowest rate arrived will be considered as L1 Bidder.
- The rate arrived at the Grand total 'H' of Plan 2's price schedule at Section V will be taken for evaluation for Plan 2 purpose. The lowest rate arrived will be considered as L1 Bidder.
- The rate arrived at the Grand Total "E" of Plan 3's price schedule at Section V will be taken up for evaluation of Plan 3 purpose. The lowest rate arrived will be considered as L1 Bidder.

NOTE: Plan-3 quoting is compulsory along with any of Plan-1 & Plan-2 or all plans. Otherwise the bid will be rejected.

9 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.

10 Right to vary quantities

BSNL reserves the right (at any time during the contract period) to increase or decrease upto 50% 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.

11 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**.

12 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 the bid security 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.

13 Period of validity of bids

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

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

14 Bid Price.

14.1 For all the slabs 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.

14.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

14.3 "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

- 15.1 Pursuant to **clause 3.6**, the bidder must deposit **Bid Security for the Plans as narrated in Section-I** and 3.6 of Section-IV. The Bid Security shall be in the form of **DD/Bank Guarantee valid for 210 days** from the date of tender opening and may be submitted in separate cover.
- 15.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 20 of Section-IV** and furnishing the performance security.

16. The Bid Security may be forfeited:

- 16.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- 16.2 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:

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 prorata 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)
- 17.5 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 3.4 under Section –IV**. In case of deviation a statement of deviation shall be given.

19. Duration / Period of Contract:

Normally contract will be **awarded for 1 (one) year**. However, **extension for the next year/part thereof will be considered** 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 5% of the Tendered value subject to **maximum limit of Rs 5 lakhs** within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security **valid for a period of 18 months**.

- Tendered Value(Plan 1 / Plan 2) = No. of allotted vehicles X L1 rate approved for 2500km slab
- Tendered value(Plan 3)=L1 rate approved for Summation of all slabs

- 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

- 21.1 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.

- 21.2 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.

- 21.3 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:

- 24.1 The rates should be on monthly basis for Plan-1, and Plan-2 and daily basis for Plan-3. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in Scope of Work in Section-II. The rate for extra per Hour detention, extra per km running, Night halt charges and Extra charges for Sunday/ Gazetted holidays(if any) is to be indicated for the Plan 1/2/3 separately.
- 24.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
- 24.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
- 24.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

NOTE

- a. The rates quoted shall be for a period of one year 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 .
- b. All rates quoted shall be exclusive of parking charges, toll charges. The BSNL shall reimburse such charges, if any, against claim through valid receipts.
- c. The quoted rate shall include all charges such as drivers salary, insurance premium, road tax, fuel, repairs & maintenance charges etc;
- d. The quoted rates shall be exclusive of GST payable to Central / State Government, if any.
- e. The service provider shall solely be responsible for all fines, penalties and other violation of traffic rules in force.
- f. The BSNL shall not be liable for any other charges whatsoever on any other account.
- g. 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 effected at the end of quarter, irrespective of start of contract. The change in hire charges, if any, shall be applicable from the 1st day of next quarter.
- 25.5 The price revision shall be worked out using the following formula.

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

Where

Base Rate of fuel would be fuel price as on date of award of contract(for 1 st time revision only)	A
Later Base Rate of fuel would be the rate of diesel while awarding for the preceding rate contract/revision	
Average diesel price of 3 months or part thereof for which price variation being considered	B
Distance KM slab being considered for price variation.	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.**

A sample price revision is illustrated below.

	Date	Diesel price(Rs.)	Base rate (Rs.)	Fuel price Variation	Price revision
Award of tender	xx-08-2020	69.0	A=69.0	Not applicable as per 25.3	
1 st quarter	01-09-2020 to 30-11-2020	Avg Rs.71.0	A=69.0	Not applicable as per 25.3	
2 nd quarter	01-12-2020 to 28-02-2021	Avg Rs.79.0	A=69.0	79-69=10Rs, price increase >10%	1 st PR Applicable wef 01-03-2021, PR is +ve
3 rd quarter	01-03-2021 to 31-05-2021	Avg Rs.67.0	A=79.0	67-79=-12Rs, price decrease >10%	2 nd PR Applicable wef 01-06-2021, PR is -ve
4 th quarter	01-06-2021 to 31-08-2021	Avg Rs.74.0	A=67.0	74-67=7Rs, price increase >10%	3 rd PR Applicable wef 01-09-2021, PR is +ve

Suppose date of award of tender is xx/08/2020 and diesel price on that day is Rs69/- per litre
1st Price revision would be wef 01/12/2020 with Base rate of diesel price as Rs69/-per litre, and
2nd Price revision would be wef 01/03/2021 with Base rate of diesel price as Rs.79/-per litre.,,
During next possible rate revision occurrence, Base rate of diesel will be Rs.67/-per litres(rate of diesel while award for the preceding rate contract/price revision) only and not of Rs.69/-per litre., (or) as mentioned above.

26. Miscellaneous Conditions:

26.1 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.

26.1 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.

26.2 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.

27 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 per 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.

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 (CMD/CGM/GMTD, as the case may be) 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 New Delhi/ or Circle/ SSA HQ(as the case may be).

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:

- a) 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.

- b) 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):

- 29.1 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.
- 29.2 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.
- 29.3 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:

- 30.1 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.**
- 30.2 Vehicles shall be always available for extra hours beyond normal working hours.

- 30.3 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.
- 30.4 Vehicles shall carry BSNL Advertisement poster/banner free of charge.
- 30.5 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..
- 30.6 **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.
- 30.7 For any dispute, jurisdiction of court will be at Chennai only.

31. NEAR-RELATIONSHIP CERTIFICATE

- 31.1 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 bidden 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.
- 31.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 31.3 The near relatives for this purpose are defined as:
 - a. Members of a Hindu undivided family.
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).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:

- 33.1 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.
- 33.2 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.
- 33.4 **Purchaser** shall mean the BSNL, Chennai Telephones.
- 33.5 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.
- 33.6 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.
- 33.7 The **Engineer-in-Charge** means the DGM (B&CCS) who shall sign the **agreement** on behalf of the **Bharat Sanchar Nigam Limited**. The authorised representative of **Engineer-in-Charge** i.e., the user shall supervise and be in-charge of the work.
- 33.8 **Government or Government of India** shall mean the Bharat Sanchar Nigam Limited.
- 33.9 **Accepting Authority** shall mean the PGM (HR & Admn).
- 33.10 **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
- 33.11 **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- 33.12 The **date of award of work** shall denote the date of issuance of communication of acceptance of the tender.
- 33.13 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**

PLAN - 1(Scheduled Works): Monthly KM Hire Slab: (Basic rates only): Small Car i.e TATA INDICA/Equivalent CARS not older than 2012 year model (Non AC/ AC Diesel)

Slab No	Monthly KM Hire slab	No.of <u>Small Car</u> i.e Indica Cars/ Equivalent (Non-AC_Diesel)	Cost of Hiring per Non AC vehicle per month slab rate.(Basic rate only)	No.of <u>Small Car</u> i.e Indica Cars/ Equivalent (AC_Diesel)	Cost of Hiring per AC vehicle per month slab rate.(Basic rate only)	Total cost.
		A	B	C	D	E=(A*B)+(C*D)
1	1000 KM	1		1		
2	1500 KM	1				
3	2000 KM	1				
4	2500 KM	1				

Total 'F'=(E1+E2+E3+E4)Rs. =

FOR PLAN - 1:

- a) For extra KM (Rs./KM)... Rs. _____
- b) Detention charges beyond duty (Rs./Hr.) Rs. _____
- c) Night halt charges (Rs/Halt) Rs. _____
- d) Extra charges for Sundays/Gazetted holidays Rs. _____

Total 'G' (a+b+c+d) = Rs.=

Grand total 'H'=('F' + 'G') Rs.

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

Note:

For all the slabs the basic rates should be quoted failing which, the bid will be summarily be rejected. For AC vehicles also Rate should be quoted for all KM slabs without fail.

DATE

SIGNATURE
SEAL

PLAN - 2 (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): Multi-Utility vehicle i.e TATA SUMO / QUALIS/Equivalent Type of Vehicles not older than 2012 year model (Non AC/Diesel)

Sla b No	Monthly KM Hire slab	No.of <u>Multi-Utility vehicle</u> i.e TATA SUMO / QUALIS /Equivalent (Non- AC_Diesel)	Cost of Hiring per vehicle per month slab rate.(Basic rate only)	No.of <u>Multi-Utility vehicle</u> i.e TATA SUMO/ QUALIS /Equivalent (AC_Diesel)	Cost of Hiring per AC vehicle per month slab rate. (Basic rate only)	Total cost.
		A	B	C	D	E=(A*B)+(C*D)
1	1000 KM	1		1		
2	1500 KM	3				
3	2000 KM	4				
4	2500 KM	3				

Total 'F'=(E1+E2+E3+E4) Rs. =

FOR PLAN - 2:

- a) For extra KM (Rs./KM)... Rs. _____
- b) Detention charges beyond duty (Rs./Hr.) Rs. _____
- c) Night halt charges (Rs/Halt) Rs. _____
- d) Extra charges for Sundays/ Gazetted holidays Rs. _____

Total 'G' =(a+b+c+d) Rs.=

Grand total 'H'=('F' + 'G') _____ Rs.

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

Note:

For all the slabs the basic rates should be quoted failing which, the bid will be summarily be rejected. For AC vehicles also Rate should be quoted for all KM slabs without fail.

DATE

**SIGNATURE
SEAL**

PLAN-3(Non-Scheduled Works): Daily Time-KM Hire Slab: (Basic rates only)

Hire Charges per vehicle of model not older than year 2012 (Rs.) (Basic rates only)					
Per vehicle Slab Rate					
Slab No.	Time-KM Hire slab	Small car i.e. Tata Indica/ Equivalent (Non AC)	Small car i.e. Tata Indica/ Equivalent (AC)	MUV i.e Tata Sumo/ Qualis/Equivalent (Non AC)	MUV i.e Tata Sumo/ Qualis/Equivalent (AC)
		A	B	C	D
1	5Hrs – 50 KMs (Half day)				
2	10 Hrs – 100KMs (Full Day)				
3	10 Hrs - Night (2100 TO 0700) 100 KMs				
4	Rate per hour for Extra hours				
5	Rate per km for extra KM				

Total 'E' = (A1+B1+C1+D1)+ (A2+B2+C2+D2)+ (A3+B3+C3+D3)+(A4+B4+C4+D4)+(A5+B5+C5+D5)= Rs.-----

Note:

(i) Rate should be quoted for all type of vehicles. In case of any omission the bid will not be considered.

(ii) For all the slabs the basic rates should be quoted failing which, the bid will be summarily be rejected.

**DATE
SEAL**

SIGNATURE

(End of Section – V PRICE SCHEDULE)

ANNEXURE-1

BID FORM

E-Tender No: DGM B&CCS-CM/Tender/Hiring Vehicle/2020-21

Dated.20.07.2020.

A : (Name & Address of the Bidder)

Dear Sir,

1. Having examined the conditions of contract and services to be provided for **15nos.** 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 5% 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 there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of20 ...

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 CHENGALPATTU SSA**

E-Tender Ref: DGM B&CCS-CM/Tender/Hiring Vehicle/2020-21 Dated.20.07.2020.

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 <input type="checkbox"/> NO <input type="checkbox"/> Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name) (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 2012 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 **2012 year model for Tata Indica/equivalent cars and Tata Sumo/Qualis/equivalent 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 2012 year for Tata Indica/equivalent cars & for Multi Utility jeeps Tata Sumo/Qualis/equivalent type (Non AC /AC Diesel vehicles).**

If the Bidder quotes for any individual Plan (Plan-1 or Plan-2) then the number of minimum "OWNED" Vehicles in the name of the Service provider should be as follows and the details of vehicles of particular type should be provided in the following format.

(a) For Plan-1:- Tata Indica cars/Equivalent (Non AC/ AC Diesel) not older than 2012 year model=1 vehicles.

(b) For Plan-2:- Tata Sumo/Qualis/Equivalent (Non AC/AC Diesel) not older than 2012 year model=2 vehicle.

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 E-Tender No.DGM B&CCS-CM/Tender/Hiring Vehicle/2020-21 dated 20.07.2020.

.....KNOW ALL MEN by these Presents that We of having our registered office at (hereafter called "the Bank") are bound untoBSNL, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

- 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.

Signed in Capacity of
Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name

Full Address of Branch
Tel. No. of Branch
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 notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately **for a period of one and half year from date herein** and further agrees to extend the same from time to time (one 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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.
8. This PBG is issued with respect to the E-Tender enquiry No.DGM B&CCS-CM/Tender/Hiring Vehicle/2020-21/ dated 20/12/2017.
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 (B&CCS-CM)
Bharat Sanchar Nigam Ltd., Chennai Telephones,
VI 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 B&CCS-CM/Tender/Hiring Vehicle/2020-21
dated 20.07.2020

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)

4. Purpose of Journey (detail)
5. Places visited
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc.....
11. 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 2020 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official 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 than 2012 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 2012 year model** in good operation condition **for small car i.e Tata Indica/Equivalent type Cars and Multi-utility vehicle i.e Tata Sumo/Qualis/Equivalent** type 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. ie. All closed holidays/Second Saturdays the vehicle will be called for/supplied. . 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 Plan-1, 2,&3. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-
 - (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty 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.

- (ii) 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
 - (iii) 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.
 - (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of **CGM Chennai Telephones** would be final.
 - (v) In case if the service provider is not able to supply the Small cars i.e “Indica/Tata Sumo/Qualis/Equivalent” car, 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.
 - (vi) No payment will be made for vehicles supplied by the Service Provider older than **2012** model for Tata Indica/Equivalent Cars and Tata Sumo/Qualis/Equivalent type 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.
 - (vii) 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 B&CCS-CM/Tender/Hiring Vehicle/2020-21Dated20.07.2020**, schedules annexure/appendix which we annexed to this agreement, as schedule “B” & ___ respectively shall form part and parcel of this Agreement and integral part of this agreement.
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 * _____ of BSNL at _____ 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:
33. For any dispute, Jurisdiction of court will be at Chennai only.
34. Diesel price as on .../.../2020 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

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

(End of Section – V ANNEXURES)

APPENDIX- I**SCHEDULE OF REQUIREMENT AND HIRE CHARGES****(Format only-- Not to be FILLED UP)****PLAN - 1**(Scheduled Works):Monthly KM Hire Slab: (Basic rates only): **TATA INDICA/Equivalent CARS not older than 2012 year model (Non AC/ AC Diesel)**

Slab No	Monthly KM Hire slab	Hire charges per Non AC vehicle per month slab rate.(Basic rate only)	Hire charges per AC vehicle per month slab rate.(Basic rate only)
1	1000 KM	----	-----
2	1500 KM	Format only--	Format only--
3	2000 KM	Not to be FILLED UP	Not to be FILLED UP
4	2500 KM	---	----

- a) For extra KM (Rs./KM)... Rs. _____
- b) Detention charges beyond duty (Rs./Hr.) Rs. _____
- c) Night halt charges (Rs/Halt) Rs. _____
- d) Extra charges for Sundays/ Gazetted holidays Rs. _____

PLAN - 2(Scheduled Works):Monthly KM Hire Slab: (Basic rates only): **TATA SUMO / QUALIS/EquivalentType of Vehicles not older than 2012 year model (Non AC/Diesel)**

Slab No	Monthly KM Hire slab	Hire charges per Non AC vehicle per month slab rate.(Basic rate only)	Hire charges per AC vehicle per month slab rate.(Basic rate only)
1	1000 KM	----	-----
2	1500 KM	Format only--	Format only--
3	2000 KM	Not to be FILLED UP	Not to be FILLED UP
4	2500 KM	---	----

- a) For extra KM (Rs./KM)... Rs. _____
- b) Detention charges beyond duty (Rs./Hr.) Rs. _____
- c) Night halt charges (Rs/Halt) Rs. _____
- d) Extra charges for Sundays/ Gazetted holidays Rs. _____

PLAN - 3 (Non-Scheduled Works): Daily Time-KM Hire Slab: (Basic rates only)

Hire Charges per vehicle (Rs.) (Basic rates only)					
Unit (per day)Slab Rate					
Slab No.	Time-KM Hire slab	Tata Indica/ Equivalent (Non AC)	Tata Indica/ Equivalent (AC)	Tata Sumo/ Qualis/Equivalent (Non AC)	Tata Sumo/ Qualis/Equivalent (AC)
		A	B	C	D
1	5Hrs – 50 KMs (Half day)	----	-----	----	-----
2	10 Hrs – 100KMs (Full Day)	----	Format only--	Format only--	----
3	10 Hrs - Night (2100 TO 0700) 100 KMs	----	Not to be FILLED UP	Not to be FILLED UP	----
4	Rate per hour for Extra hours	----	-----	----	-----
5	Rate per km for extra KM	----	-----	----	-----

DATE**SEAL****SIGNATURE**

Appendix- II

B.S.N.L.

[A Government of India Enterprise]
(Part of Agreement for vehicle hire)

The List of Authorities

(Approved by Head of Circle/District/SSA)

Period of contract :- From _____ To _____

Name of SSA _____ Name of Circle _____

Sl.No	Name of Unit	Address	No of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-V/VI	Monthly Contracted KMs

Signed _____

(On behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Appendix-III

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(Only by specified authority)

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

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

Order details

BSNL's order number _____ Service Provider's reference _____

Name of Hiring unit _____

Name of SSA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

Fuel used _____ Horse Power (cc) _____ Euro I / II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____ Kms

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Appendix-IV

(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 B&CCS-CM/TENDER/HIRING VEHICLE/2020-21 Dated 20.07.2020 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, clause 12 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 – V**UNDERTAKING**

This deed of undertaking executed on this ____ day of ----- Two thousand and -----
 ----by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company,
 Trust, Society etc 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
4. Any other payments, claims 'or' liability that may arise for ensuring compliance of the
 provisions of any of the labour laws or any other laws, etc.
 OR
5. Any other claim made by any third party in connection with any violation of any of the laws,
 guidelines, instruction, etc.
6. In witness whereof this undertaking has caused on the ----- Day -----Month of -----Year
 .

Date:

Place:

(Signature:-----)

Name:-----

Designation:-----

WITNESS : 1.

2.

Appendix-VI

(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 B&CCS-CM/Tender/Hiring Vehicle/2020-21 dated 20.07.2020 as required under Annexure-2 of Bid-Document)

NON BLACKLISTING CERTIFICATE

I _____, S/O _____

hereby certify that I/my company has not been blacklisted by any Govt. Department/PSU of Central/or any State as I/my company has stated in Annexure 2 of 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-VII**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-VIII**VENDOR MASTER FORM**

(The details listed will be used for making all payments against Pos/WOs, refund of EMDs / SDs, 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:
TDS Type – Invoice :

Payment Method:
TDS Code – Invoice:

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

Name of the bidder

APPENDIX-IX

E-tendering instructions to Bidders

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', GENERAL

Submission of Online bids is mandatory for this tender. On line tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-Tendering, BSNL, CHTD HQ Zone has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking. Benefits to suppliers / service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number as deemed suitable by it, if too many bids are received satisfying the laid down criteria.

INSTRUCTIONS

Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. If not registered, the intending tenderers shall get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'.

In case of two envelope system financial and techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to BSNL's Post-TOE queries.

10. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of Financial-Part (Only for Technical Responsive Bidders)

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

3. Digital Certificates

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

4. Registration and Training

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>). vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document. Intending bidders are requested to register themselves with M/s ITI through <https://www.tenderwizard.com/BSNL> for obtaining User ID, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. General Manager (CM) BSNL CHTD, has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

The bidder is required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application service provider ” { ASP (i.e.,) to be paid to the E - Portal vendor - M/s ITI Limited }

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Vendor Registration Fee, and processing fee(as applicable) please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

ITS's Helpdesk

Telephone/ Mobile - 9894191904/ 9941947400 [between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnlthelpdesk@gmail.com, twhelpdesk679@gmail.com,
twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, DE TENDER

Telephone no. 044-24740120 [between 10:00 hrs to 17:30 hrs on working days]

BSNL's Contact Person-2, SDE (Tender)

Telephone no. 044-24740122 [between 10:00 hrs to 17:30 hrs on working days]

5. Some Bidding related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)

- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing
 1. Techno-commercial-Part-containing all the relevant documents
 2. Financial-Part

6. Offline Submissions :

The bidder is requested to submit the following documents through offline method (i.e. Technical bids and Financial bids in separate covers) so as to reach

DGM(B&CCS-CM),
VI FLOOR, RK NAGAR TELEPHONE EXCHANGE,
238, R K mutt ROAD, Mandaveli, CHENNAI-600 078.

on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear the tender number and the words 'DO NOT OPEN BEFORE' (due date & time). Ensure that the Technical bids consists of

1. EMD-Bid Security(In Original).
2. DD/ Bankers cheque of Rs. 1180/-- drawn in favour of ACCOUNTS OFFICER (C&A) HQ,BSNL, CHENNAI TELEPHONES, payable at Chennai against payment of tender fee.
3. Power of attorney in accordance with clause 14.4 ,Section-4 part A
- 4.. Valid MSME certificate if applicable

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission. Utmost care to be taken to scan documents so that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150DPI, however, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

All computer generated documents should be duly attested/ signed by the issuing organization.

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

8. Public Online Tender Opening Event (TOE)

- ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. 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. For this purpose, representatives of

bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

- Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.
- As soon as a Bid is decrypted (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.
- ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.
- There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note:

In case of internet related problem at a bidder's end, especially during 'critical events' such as –a short period before bid-submission deadline, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-Procurement/e-Auction service provider's end(in the server, leased line etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>).

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).
While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

10. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

11. Vendors Training Program

Vendors may contact the ITI Helpdesk personnel given below for any type of training/help, which They may require while uploading the bids.

ITI Helpdesk Personnel

9894191904/ 9941947400 / 080-40482000 / 044-49424365

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.**

(END OF SECTION 4 PART-C)

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. (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.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. 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 <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already 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.
	(iv) If <i>detection of default after issue of PO/ WO</i>	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.

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 (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.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' Set off ' clause 29 of Section IV or 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.

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.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>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.</p>
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	<p>The following cases may also be considered for Banning of business:</p> <p>(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</p>	<p>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.</p>

	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 Chartered 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 *****