



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager (WEST)

CHENNAI TELEPHONES

No.1 GANGA NAGAR, KODAMBAKKAM TELEPHONE EXCHANGE, Chennai – 600024.

e-Tender Document

NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04-07-2022

Name of work : e- Tender for hiring of vehicles for field units 'duties of South & West Areas of Chennai Telephones including Chengalpattu SSA units for the year **2022-23**

Single stage bid

(Two stage opening –Technical & Financial Bid)

Tel. No. 044-24832223 / 24834177

Seal & Signature of Authorised signatory



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NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04-07-2022

Name of work : e-Tender for hiring of vehicles for field units 'duties' of South & West Areas of Chennai Telephones including Chengalpattu SSA units for the year **2022-23**

Estimated cost of the tender : Rs. 15,85,515 /-

Cost of tender document : Rs. 1180/-(Rs.1000+18% GST)

Bid Security/EMD : Rs. 31,710/-

Online Tender conducted through: www.tenderwizard.com/BSNL

Contract period : One year

Certified that this NIT contains 63 pages only

Asst General Manager (HQ)
BSNL, Chennai Telephones.
Chennai-24

Dy General Manager (NWO)KOD
BSNL, Chennai Telephones.
Chennai-24

N.I.T approved for Rs. 15,85,515/- (Rupees Fifteen Lakhs eighty five thousand five hundred and fifteen only)

General Manager (WEST)
BSNL Chennai Telephones
Chennai – 24

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(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
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CHENNAI TELEPHONES

SECTION – I (Part-A)

NOTICE INVITING ON LINE TENDER

NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04-07-2022

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

Note : All vehicles shall not be older than 2016 model.

1.The bidder should have satisfactorily completed similar works as detailed below during the past five years ending last day of the month previous to the one in which the tenders are invited.

Plan wise conditions experience required to be fulfilled by the bidders.		
Nature of Experience	No. of vehicles supplied on monthly basis in multiple contract in BSNL or other organizations. However it may be noted that the multiple contract works done in different organizations must have been carried out concurrently for arriving at the No. of vehicles supplied	
	Plan-1	Plan-2
One similar completed work of supplying commercial vehicles not less than	1	2
OR		
Two similar completed work of supplying commercial vehicles not less than	1	2
OR		
Three similar completed work of supplying commercial vehicles not less than	1	2

Note :

The number of vehicles supplied comprising of both owned & leased shall also be considered as eligible provided the total numbers are matched as per the requirement specified in the above table.

1A. Experience certificates for Plan-1 and Plan-2 are required to be submitted separately.

2.For the purpose of para 1, the word 'similar works' means supply of commercial vehicle on monthly hire basis to any PSU / Central / State Govt / other Govt; autonomous body.

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 five years 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 an officer not below the rank of DGM for having satisfactorily executed supply of commercial vehicles service on monthly hire basis of following types and models as detailed below.

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Plan-1:- Tata Indica or similar type of Non AC Cars (Diesel) on monthly basis.

Plan-2:- Tata Sumo or similar type Multi Utility Vehicle Non-AC (Diesel) on monthly basis.

4. **No physical copy of the tender document would be sold as the proposed tendering is through on line.** BSNL has engaged e-portal maintained by M/S ITI, New Delhi for process of online tendering. The bidders intending to participate in the tender shall get themselves registered with ITI, New Delhi. For further details kindly visit website www.tenderwizard.com/BSNL.
5. The bid document consisting of schedule of quantities of various types of items to be executed, terms and conditions of the contract to be complied with and other necessary documents can be seen & downloaded from the website www.tenderwizard.com/BSNL or www.chennai.bsnl.co.in at free of cost. The bidder participating in the tender/bid shall submit the cost of tender/bid document of Rs 1,180/- through DD/Banker's Cheque failing which the tender/bid shall be left unopened/rejected. The DD/Banker's Cheque shall be drawn from any Nationalized/Scheduled bank in favour of " **BSNL, Chennai Telephones**" and payable at Chennai.
6. **EMD / bid security** :Bidders shall deposit bid security in the form of DD / Banker's Cheque / Bank Guarantee along with the bid as detailed below:-
 - a) The bidder shall submit bid security of Rs.12,953/- only for participating in plan – 1 & plan-3.
 - b) The bidder shall submit bid security of Rs.23,910/- only for participating in plan – 2 & plan-3.
 - c) The bidder shall submit bid security of Rs.31,710/- only for participating in plan-1 ,plan-2 & plan-3.
7. The bidder shall furnish the above EMD in any one of the following ways:
 - a) Demand Drafts/Banker's Cheque drawn in favour of " **BSNL, Chennai Telephones**" and payable at Chennai.
 - b) Bank Guarantee as prescribed in format given in under (**Annexure-3**) from a scheduled bank drawn in favour of Deputy General Manager (NWO)KOD, Chennai Telephones Chennai which should be valid for 180 days from the tender opening date.
 - c) The MSE units are exempted from submission of bid security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item/work.
8. A pre bid meeting will be held on 14-07-2022 at 12:00 hours at the office of the Deputy General Manager (NWO)KOD, Chennai Telephones, No.1,GANGA NAGAR, Telephone Exchange, Kodambakkam, Chennai 600 024 to clarify the doubts, if any and to answer questions on any other matter that may be raised at that stage as stated in **para 5 of section II (part A)**.
9. The electronic bidding system would not allow any late submission of bids after due date & time as per server time. The offline documents shall not be accepted after the last date and time specified in the bid document.
10. **Opening of on line bids:** 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. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o Deputy General Manager (NWO)KOD, BSNL Chennai Telephones, No.1,GANGA NAGAR, Telephone Exchange, Kodambakkam, Chennai 600 024, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). **The date and time of opening of Technical bid is 18/07/2022 at 14.30 hrs.** The date and time of opening of financial bid shall be communicated to technically qualified bidders later on.

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Note:- In case the date of opening of bid is declared to be a holiday or unforeseen internet failure or any other technical reason at the opening venue on the scheduled opening date, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. However, in the absence of such notification, the bids shall be opened on the next working day but time and venue shall remain unaltered. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

11. The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without assigning any reason. Tender in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall also be summarily rejected.
12. The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded on line tender document being uploaded and it is identical to the on line tender document appearing as on the tender Portal (<https://www.tenderwizard.com/BSNL>).
13. In case of any correction/ addition/ alteration/ omission found in the on line tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
14. 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 for a suitable period in case they fail to honour their bid without sufficient reasons.
15. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender 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.
16. 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.
17. The entire bid- (technical bid and financial bid) submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL> as detailed in **section II- Part A**.
18. For further instructions regarding submission of bids online, the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

Note:- All documents submitted in the on line bid offer shall preferably be in English. In case the certificate viz. experience, registration etc. is issued in any language other than English, the bidder shall attach an english version of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. 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 150 DPI, however, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

Asst. General Manager (HQ)WEST
No.1, GANGA NAGAR, Telephone Exchange,
Kodambakkam, Chennai 600 024

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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

Notice Inviting Online Tender

NIT No.DGM (NWO) KOD /e-Tender/HV / 2022-23/01 Dated 04-07-2022

The Principal General Manager (South), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line bids from reputed commercial vehicle service providers having **minimum one vehicle for Plan-1 and two vehicles for Plan-2 under their ownership or leased** of various types and models in commercial nature for **hiring of vehicles for the use of field units** 'duties' of South & West Areas of Chennai Telephones including Chengalpattu SSA units for the year **2022-23**
(Note : All vehicles shall not be older than 2016 model.)

Tender document available online for downloading		From 18:00 hrs of 04/07/2022 to 12:00 hrs of 18-07-2022
Last date & time for submission of online		Upto 12:00 hrs of 18-07-2022
Last date & time for submission of offline documents		Upto 12:00 hrs of 18-07-2022
Date & time of opening of Technical bid		At 14.30 hrs of 18-07-2022
Cost of tender document		Rs. 1180/- only
Type of Plan	Estimated cost in rupees	Bid security in rupees
For participating in Plan – 1 & 3	Rs.6,47,644/-	Rs. 12,953/-only
For participating in Plan -2 & 3	Rs.11,95,512/-	Rs. 23,910/-only
For participating in Plan -1,2 & 3	Rs.15,85,515/-	Rs.31,710/-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

ASSISTANT GENERAL MANAGER (HQ)WEST
No.1, GANGA NAGAR, TELEPHONE EXCHANGE
BSNL, Chennai Telephones.
Tel: 044- 24832223

(End of Section - I)

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SECTION – II (Part-A)
General Tender conditions

1. **Type of tender:** Single stage bidding but two stage opening i.e., technical & financial bid separately. The eligibility-cum-technical bid will be opened in the presence of the representatives of the bidders at the time and date mentioned in **para 10 of section-I (Part-A)** of NIT. Financial bids of technically qualified 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. ***The BSNL shall have the right to reject 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.***
3. **Bid validity period:** The bid shall remain **valid for 180** days from the date of opening and the bid valid for a shorter period shall be rejected by the BSNL as non-responsive. However, *all the bidders in the zone of consideration* shall extend the validity of the bid if required by BSNL due to any administrative reasons. A bidder accepting the request of BSNL for an extension validity of bid period, in exceptional circumstances, will not be permitted to modify his/their bid.
4. The entire bid-submission shall be online on the portal of M/s ITI Ltd <https://www.tenderwizard.com/BSNL>. The bidder is requested to examine all instructions, forms, terms and conditions in the bid documents. Failure to furnish all the information required as per bid document shall result in rejection of the bid.
5. **Pre bid meeting:** The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification may notify online to the authority inviting the bid. However, the BSNL has arranged to hold a pre bid meeting for the benefit of the prospective bidders for understanding the various requirements of the bid which would be held on 14-07-2022 at 11 hours at office of the Deputy General Manager (NWO)KOD, BSNL, BSNL Chennai Telephones, No.1,GANGA NAGAR, Telephone Exchange, Kodambakkam, Chennai 600 024. The authority inviting bid will respond to any request(s) for clarification received upto 12.00 Hours on 18-07-2022. Description of clarification sought and the response of the authority inviting the bid will be issued during pre bid meeting and uploaded for information of the public or other bidders without identifying the source of request for clarification.
 - 5.1 The bidder or his official representative is invited to attend the pre-bid meeting which will take place at office of the Deputy General Manager (NWO)KOD, BSNL Chennai Telephones, No.1,GANGA NAGAR, Telephone Exchange, Kodambakkam, Chennai 600 024.
 - 5.2 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.
 - 5.3 Minutes of the meeting, including the text of the queries raised (without identifying the source of enquiry) and the replies given will be uploaded on the website. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the BSNL exclusively issued as an addendum and not through the minutes of the pre-bid meeting.
 - 5.4 Before the deadline for submission of bids, the BSNL may modify the bidding documents by issuing online corrigendum, if any. The corrigendum will appear on the web page of the website www.tenderwizard.com/BSNL in under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have downloaded bid.
 - 5.5 Any addendum thus issued shall be part of the bid document and deemed to have been communicated to all the bidders who have downloaded the bid. In case of any addendum /corrigendum, the system will automatically send e-mails to all the bidders who have downloaded the bid document.

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- 5.6 BSNL shall extend the last date for submission of bid, if necessary, specified in **para 10 under section I (part A)** to give reasonable time to prospective bidders to finalize the tender by taking such addendum in to account.
6. **Post bid clarification:** No post bid clarification at the initiative of the bidder shall be entertained. However the BSNL at their own discretion may call for any clarification regarding the bid document within a stipulated time, if any after opening of technical bid. In case of non-compliance to such clarification, the bid shall be out rightly rejected without entertaining further correspondence in this regard.
7. **Modification and withdrawal of bid:**
- The bidder may modify, revise or withdraw his/their bid after submission prior to deadline prescribed for submission of bid subject to the e-tender platform procedures.
 - The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per **para 8 to 11 of this section**.
 - Subject to clarification of bids vide para 5 & 6 above, no bid shall be allowed for modification subsequent to the deadline for submission of bids.
8. **Technical bid submission (Online only) :** List of mandatory documents to be uploaded under **technical bid** for meeting **eligibility criteria**. Tender shall be summarily rejected, if any of the following documents are not uploaded.
- Scanned copy of RC book for having requisite minimum one number of owned/leased vehicles for plan-1 and minimum two numbers of owned/leased vehicles for plan-2 .
 - Digitally signed bid document (**63 pages**) including corrigendum and addendum, if any downloaded from <https://www.tenderwizard.com/BSNL> for having read the terms & conditions of the bid.
 - Scanned copy of DD/ Banker's Cheque –Towards bid security.
 - Scanned copy of DD/ Banker's Cheque –Towards cost of bid document.
 - Scanned copy of proof of having requisite valid experience certificate issued by an officer not below the rank of Deputy General Manager or equivalent of any PSU / Central / State Govt. / other Govt. autonomous body for having satisfactorily executed the contract of similar works during the past five years as specified in **para 1 of Section-I (Part-A)**.
 - Scanned copy of current registration certificate issued by MSME/NSIC for the similar nature of this tender against claiming exemption of bid security & cost of tender document, if applicable.
 - Scanned copy of GST registration certificate.
 - Scanned copy of Income Tax Permanent account number.(PAN)
 - Scanned copy of Income tax return filed for the past two years.
 - No near relative certificate duly filled in as required under **Clause No. 12 of Section IV** as per format given at **Annexure – 10**.
 - Declaration duly filled in regarding non-blacklisted/ not debarred from participating in tender of BSNL as per **Annexure – 12**.
 - Self-declaration that the bidder is not blacklisted by GST authorities.
9. List of documents to be scanned and uploaded for technical bid evaluation.
- Self-declaration to the effect that the bidder has a local office at Chennai duly indicating the local business address, phone number, email id etc;
 - Certificate of incorporation, Article or Memorandum of Association or Partnership deed or Proprietorship deed as the case may be.
 - Bid form duly filled in, as per **Annexure - 1**.
 - Self-declaration to the fact that no addition / deletion / corrections have been made in the uploaded on line tender document.
 - Tenderer's profile duly filled in, as per **Annexure- 2** of the tender document.

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- f) Documents of vehicle viz. RC book, Insurance, Lease deed etc; for leased vehicles.
- g) Certificate issued by RTO for operation of commercial vehicles.
- h) Solvency certificate from the banker of the tenderer obtained after the date of NIT as below.
 - (i) For the works costing upto Rs.20,00,000/- is Rs,2,00,000/-
 - (ii) For the works costing above Rs.20,00,000/- is Rs,5,00,000/-
- i) Power of attorney in case a person other than the tenderer has signed the tender document.

10. **Financial bid submission (Online only)** : The bidder shall quote rate of each item of individual plan (ie., Plan 1 & 3 or Plan-2 & 3 or both Plan 1, 2 & 3) separately by downloading the financial schedule available in the portal and shall upload the same after filling the rates in the respective cells. No cell of the respective plan which he/they desire to quote shall be left blank as the same shall lead to summary rejection of the bid. However, all the bidders shall compulsorily quote the rate for the Plan-3, failing which the bid shall be treated as non-responsive and shall lead to summary rejection of the bid. No hard copy of financial bid required to be submitted. The format for financial bid shall not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and liable for rejection.

11. 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.

12. **Submission of bid:**

- a) Bid must be submitted only online by the bidders on or before the specified date and time indicated in NIT.
- b) The BSNL may, at its discretion, extend this deadline for the submission of bid, if necessary, by amending the bid document in accordance with **para 5 under this Section**.

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

- a. **Offline submission of technical bid document:** Hard copies of the following documents in original to be submitted offline in sealed separate cover to the DGM (KOD) BSNL Chennai Telephones, NO.1 GANGA NAGAR, KODAMBAKKAM, Chennai – 600024, on or before the date & time of submission of bids as specified in the NIT. The sealed shall bear the name of the work, tender No. and the words "DO NOT OPEN"

BEFORE DUE DATE AND TIME "

- A) Demand drafts/Banker's Cheque towards bid security.
- B) Demand drafts/Banker's Cheque towards cost of tender document.
- C) Declaration duly signed under his/their signature as to the fact that no addition/deletion/ correction have been made in the downloaded on line tender document while uploading the same and it is identical to the on line tender document appearing on line tender Portal.
- D) Scanned copy of current registration certificate issued by MSME/NSIC for the similar nature of this tender against claiming exemption of bid security & cost of tender document, if applicable.
- E) If the documents 14(a) & 14(b) or its supportive documents shown in 14(d) are not submitted the tender/bid shall be left unopened/rejected

14. **Bid security / EMD** : The duly filled bid must be accompanied with EMD as specified in **para 6 & 7 of section-I (part A)**. In case the EMD is submitted in the form of **Bank Guarantee**, the same shall be valid for 180 days from the date of tender opening as per format given at **Annexure – 3**.

- a) If the bidder is quoting rates for Plan-1 & 3 only, then the bidder should submit bid security for Rs. 12,953/- only. (Cost of tender value under Plan-1 & 3 is Rs.6,47,644/-)

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b) If the bidder is quoting rates for Plan-2 & 3 only, then the bidder should submit bid security for Rs.23,910/- only. (Cost of tender value under Plan-2 & 3 is Rs.11,95,512/-)

c) If the bidder is quoting rates for all the above two Plans (Plan-1, plan-2 & Plan-3), then the bidder should submit bid security for Rs.31,710/- only. (Total Cost of tender value for all the three Plans is Rs.15,85,515/-).

15. **Refund of EMD / bid security** : EMD / bid security of the lowest (L1) bidder shall be discharged after receipt of performance guarantee. EMD / bid security of other bidders in the zone of consideration shall be discharged either on receipt of their denial of offer of acceptance of their tender at L1 rate or receipt of performance guarantee from them.
16. **Forfeiture of bid security**: The bid security shall be forfeited under the following conditions :-
- a) If bidder withdraws his/their bid during the validity of the bid as specified in the bid form.
 - b) If the successful bidder fails
 - i. to sign contract in accordance with **para 26 under this Section**.
 - ii. to furnish performance guarantee in accordance with **clause 1 of Section IV**
18. **Venue of tender opening**: Tender shall be opened in the Office of DGM (NWO)KOD, BSNL Chennai Telephones, No.1,GANGA NAGAR, Telephone Exchange, Kodambakkam, Chennai 600 024, at 1500 hours on the due date.
19. **Bid opening**: The purchaser (BSNL) shall open the bids in the presence of the authorized representatives of bidders on line who choose to attend at the time & date specified in the NIT. The bidder's representatives, who choose to present there, shall sign in the tender opening register. Authorization letter to be submitted before bid opening in the prescribed format as given in **Annexure-5** to allow their representative to participate in the bid opening. Maximum two representatives of any bidder can be authorized and permitted to attend the bid opening.
20. **In single bid** on-line bidding system, the bids shall be **opened in 2 stages** i.e. the technical bid shall be opened on the date of tender opening specified in the NIT. The financial bid shall be opened thro' online only after technical bid evaluation of the bids by BSNL. The Tender Evaluation Committee shall evaluate Technical bids. Financial bids of the technically qualified bidders shall be opened on-line at a later date by BSNL, Chennai Telephones in front of technically qualified bidders/authorized representatives after due intimation to them.
21. **Bid evaluation**:-The technical bid evaluation shall be carried out by scrutiny of documents submitted along with technical bid as part of eligibility criteria as specified in **para 8, 9, & 14 under this Section**.
- 21.1. 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.
- 21.2. 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.
- 21.3. 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&3 or Plan-2&3 or Plan-1,2&3) or combination of any Plans or all the three Plans as indicated in the Price schedule at Section V of the bid document. Each plan will be evaluated independently. The Bidder is also required to quote for all the Hiring slabs indicated in the respective PLANs.)

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21.4. Bid should be quoted as Plan-1&3 or Plan-2&3 or Plan-1,2&3. If plan 3 is not quoted bidder will not be considered for evaluation.

22. The purchaser (BSNL) shall reject the tender summarily, if, bid received is not in accordance with the prescribed procedure and such bid shall be kept unopened.

23 **Distribution of service under multiple bidders** : The purchaser intends to limit the number of technically and commercially responsive bidders to **two(2)** from the list of such bidders arranged in increasing order of their quoted rate starting from the lowest for the purpose of placing order against this tender under each Plan separately. The quantity of allocation to L-1 and other bidders shall generally be in accordance with guidelines of BSNL corporate office as envisaged in the Procurement Manual for Telecom equipment and stores and are furnished below in respect of this tender.

Distribution of quantities among first three lowest bidders of the tender with or without the participation of MSE bidders under each plan.

Allocation of quantity of vehicle without participations of MSE bidder.

Table-A		
No. of Bidders to be approved	Quantity allotted to the respective Bidder	
	L1	L2
One Bidder	100%	Nil
Two Bidders	60%	40%

Allocation of quantity of vehicle with participations of MSE bidder.

Table-B			
No. of Bidders to be approved	Quantity allotted to the respective Bidder		
	L1	L2	MSE Bidders
One Bidder	80%	Nil	20%
Two Bidders	48%	32%	20%

Note :

- The allocation of quantity shall be made as per table A when all L-1, L-2, L-3 are happen to be non-MSE bidders and there is no qualified MSE bidder.
- The allocation of quantity shall be made as per table A when all L-1, L-2, L-3 are happen to be MSE bidders.
- The allocation of quantity shall be made as per table B when qualified bidders are from both MSE & non-MSE group.
- In case of one MSE registered bidder get qualified in the tender then, **Table - B** shall be followed. In case, there are more than one MSE bidders get qualified whose quoted rate is within + 15% of L-1 rate, then 20% reserved quantity shall be distributed amongst such MSE bidders.
- The MSE bidders become entitled to get the concession of allocation of quantity when the quoted rate is within + 15% of L-1 rate.
- In the event of any of the qualified bidder(s) not agreeing to supply the vehicle or not being considered by BSNL for ordering the supply of vehicles, inter-se ranking of the bidders below the Seal & Signature of Authorised signatory

- g) aforesaid bidder(s) shall be recast to fill up the vacated slot(s). This shall be done to ensure that the number of bidders on whom the supply order of vehicle to be placed remains same as specified in the tender. If Plan-3 not quoted he will not be considered for evaluation.
- h) The approved rates of L1 shall be applicable to all bidders when the work is awarded under the above said conditions, at which award letter shall be issued to all the other bidders, as per the quantities mentioned above under respective Plan indicated in the scope of work under **para 2 of Section-II (Part-B)**.

24. Award of Contract

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically 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 1 of Section-IV** and as per format shown in **Annexure-4** of bid document.

25. The contractor shall be furnished, free of cost one certified copy of the contract documents. None of these documents shall be used for any purpose other than that of this contract.

26. 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 consisting of:-

The notice inviting tender, all other documents forming part of the bid document as uploaded in the tender portal <https://www.tenderwizard.com/BSNL> at the time of invitation of tender, addendum, corrigendum, clarifications, if any issued time to time till the acceptance of the tender together with any other correspondences leading thereto. Signing of agreement shall constitute the award of hiring of vehicle contract to the bidder.

The successful tenderer to whom the contract is awarded shall produce the following documents in connection with various statutory / regulatory Acts issued by Government authorities from time to time for complying with labour welfare measures.

- (a) Group insurance certificate taken by the bidder for their drivers.
- (b) EPF Registration Certificate.
- (c) ESI Registration Certificate.

27. Annulment of award

The BSNL shall have the right to award the whole or part of the work to any other bidder following the failure of the successful bidder to comply with the requirement of **para 26 under this Section** and annulment of the award by forfeiture of his / their EMD / bid security.

28. 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.

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29. Definitions:

- a) 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.
- b) In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - i) 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.
 - ii) **Purchaser** shall mean the BSNL, Chennai Telephones.
 - iii) 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.
 - iv) 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.
 - v) The **Engineer-in-Charge** means the DGM (NWO)KOD who shall sign the **agreement** on behalf of the **Bharat Sanchar Nigam Limited**. The authorised representative of **Engineer-in-Charge** ie., the user shall supervise and be in-charge of the work.
 - vi) **Government** or **Government of India** shall mean the Bharat Sanchar Nigam Limited.
 - vii) **Accepting Authority** shall mean the GM (West).
 - viii) **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
 - ix) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
 - x) The **date of award of work** shall denote the date of issuance of communication of acceptance of the tender.

- xi) 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.

SECTION – II (Part-B)
SCOPE OF WORK

1. The bidder is required to supply commercial vehicles fully conforming to RTO regulation along with fuel, driver etc and carryout periodical maintenance and supply of vehicles through their supervisor.
2. The number of vehicles tentatively to be hired in every month.

The plan wise number of vehicles tentatively to be hired in every month	
Plan	No. of vehicles (Tentative)
Plan - 1	1
Plan - 2	2

3. The scope of work consists of TWO parts namely **PLAN-1 & PLAN-2 (all the two plans under monthly hire of KM slab basis)** based on BSNL's requirement.

Note : The bidders responding to this NIT shall quote all slabs under the combination of:

- a) Plan-1 & 3
OR
 - b) Plan-2 & 3
OR
 - c) Both Plan-1 ,Plan-2 & Plan-3.
- d) Plan-3 quoting is compulsory along with any of Plan-1 OR Plan-2 or both. Each plan will be financially evaluated independently & the lowest bidder shall be accordingly identified.
4. As per monthly requirement, the vehicles shall be requisitioned. The anticipated number of **hiring of vehicles per month** for the Plan-1 and Plan-2 based on the monthly KM hire slab basis are tentatively indicated below.

PLAN - 1 : Monthly KM hire slab viz-a-viz number of small cars (Non-AC/Diesel) ie., Tata indica or similar type on regular basis.

Monthly hire slab	Number of small cars
1000 KMs	
1500 KMs	1
2000 KMs	
2500 KMs	

PLAN - 2 : Monthly KM hire slab viz-a-viz number of Multi Utility Vehicle (Non AC/Diesel) ie., Tata SUMO or similar type on regular basis.

Monthly hire slab	Number of multi-utility
1000 KMs	
1500 KMs	2
2000 KMs	
2500 KMs	

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PLAN - 3(Non-Scheduled Works) / Daily Time-KM Hire Slab (not older than 2016 year model and should be in Good operating condition).

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

5. The plans PLAN-1 & PLAN-2 indicated in the above tables 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 approved rate for regular work.
6. If no bid is received for a particular Plan, then the requirement of vehicles under that plan shall be distributed to the remaining plans as per the administrative convenience and requirement of field units/offices of Chennai Telephones jurisdiction including erstwhile Chengalpattu SSA units.
7. Service provider shall supply the vehicles on demand 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.
8. Duty hours of vehicles are normally for ten hours per day starting preferably from 08.30 hours onwards considering the traffic condition in the Metro City. Apart from normal day duty night duty shall also be assigned. However actual duty hours / days shall be specified by actual users of vehicle.
9. The hired vehicle will be given 'OFF' only after 6 days working. The vehicle will be given 'OFF' generally on Sundays. In case of necessity, the vehicle shall be called on Sundays/ closed holidays for emergency purpose and same shall be compensated by one day 'OFF' during the week days.
10. Notice period for supply of vehicles shall be one day in advance for regular requirement. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
11. Reporting place for vehicles is generally within the jurisdiction of BSNL Chennai Telephones jurisdiction including erstwhile Chengalpattu SSA area. However, actual place of reporting shall be specified by the user of vehicle.
12. The actual distance travelled shall be one which is worked out through the difference of meter reading between starting point of the user and closing point where user completes his / her travel. However, distance covered in both way between user place which may be either residence of the officer or office address or pooling point and the garage/ normal parking place of the vehicle by the service provider shall be allowed 4 KMs or actual distance whichever is less. The address shown in RC book of the vehicle shall

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be treated as garage/normal parking place. If the garage/normal parking place is located beyond 4 KMs then **only 4 KMs shall be allowed**.

13. The duty hours starts when 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 ends at the time the driver 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 shall not be taken into account as duty hours
14. Accuracy of distance meter shall be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at their 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.

(End of Section - II)

SECTION – III

Special conditions

- (i) **Telephones/Mobile Nos.-** Telephone number where requisition of vehicles can be conveyed all the 24 hours shall be specified in the bid.
- (ii) **Identity Cards-** Proper identity cards after verifying the antecedents of their 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 shall be submitted to the authorized person of the BSNL and shall be subject to scrutiny.
- (iv) **Uniforms-** Drivers shall be worn the uniform all the time while on duty.
- (v) **Statutory Requirements-** The service provider shall have the registration with EPF, ESI Code etc. In case, the service provider does not possess any or all the above, they shall obtain the same, if required under any 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 Chengalpattu SSA area shall be borne by the service provider.
- (vii) **Parking / Toll Charges**, if any, may be claimed by producing valid parking / toll receipts.
- (viii) Attested copy of driving license and local police verification certificate shall be submitted during the contract period.
- (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. shall be the Service Provider's liability.
- (x) Engagement of licensed & experienced driver and assuming of full responsibility for the safety and security of the officers/officials and store items lies with the service provider.
- (xi) **Duty Slips/ Trip sheets** in duplicate copy to be printed and serially numbered by the service provider as per prescribed format of BSNL (**Annexure -6**) and shall ensure that 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 maintenance of the vehicle including cabin, upholstery, seats etc.
- (xiii) **Tampering of log book:** The bidder shall not indulge in tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet.

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- (xiv) **Engagement of minor driver:** The bidder shall not engage any person below 18 years of age as driver.
- (xv) The service provider shall be solely responsible for payment of wages/salaries and other benefits, if any, to their employees that might become applicable under any Act or Order of the Govt. The Service Provider shall indemnify BSNL against any/all such claims which may arise under the provisions of various Acts, Government Orders etc. Further, any breach of such laws or regulations shall be deemed to be breach of this contract.
- (xvi) Service Provider shall be responsible for any direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 29 of IPC. Further, loss, if any, caused to BSNL shall be suitably compensated by Service Provider.
- (xvii) Service Provider shall be responsible for theft, burglary, fire, damage of vehicles due to unforeseen reasons or any mischievous deeds by his staff.
- (xviii) Service Provider shall be the employer for their employees and BSNL shall not be held responsible either fully or partially for any dispute that may arise between the service provider and their employees.
- (xix) ***Whenever the kilometer claimed falls between two slabs in case of Plan-1 & 2, the rate for such claim shall be calculated by taking the rate of the lower slab and adding the amount arrived at by multiplying the additional distance by the rate approved for extra kilometer OR the rate of next higher slab whichever is less.***
- (xx) 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.
- (xxi) Vehicles shall be always available for extra hours beyond normal working hours.
- (xxii) Vehicles shall carry BSNL advertisement poster/banner on free of charge.
- (xxiii) BSNL reserves the right to implement fleet tracking system in future and tenderers shall make necessary arrangements for the same at their own cost.
- (xxiv) **Verification of documents and certificates:** The bidder shall verify their documents for their genuineness and correctness of their own documents and also certificates /documents like experience /performance certificates issued by any other firm/associates before submitting them in the bid. The onus of providing genuineness of the submitted documents shall rest with the bidder.
- (xxv) The authorities of BSNL indicated in **Annexure -8** shall place an order for their requirement on the official Hire order form **Annexure -9** (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider shall 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.
- (xxvi) The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order shall 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.
- (xxvii) Jurisdiction of court for resolving disputes, if any shall be at Chennai.

(End of Section – III)

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SECTION – IV
GENERAL CONDITIONS OF CONTRACT

Clause 1

Performance Guarantee

- (i) person/persons whose tender(s) may be accepted (Hereinafter called the Contractor) shall submit an The irrevocable **PERFORMANCE GUARANTEE of 3% (Three Percent) of the tendered amount subject to maximum of rupees five lakhs** for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of acceptance of tender. However, the work (Hiring of vehicle) if awarded to more than one bidder as per **para 23 of Section-II (Part-A)**, the PBG shall be deposited on pro-rata basis based on the quantum of work (Hiring of vehicle) allotted to the bidder. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed at **Annexure-4**. In case a fixed deposit receipt of any Bank is furnished by the contractor to the BSNL as performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL.
- (ii) Letter of acceptance of tender shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the commencement of Work award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the performance guarantee within the specified period, the BSNL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- (iii) The **performance guarantee** shall be initially valid for a period upto **18 months**. In case the period of tender extended, **vide clause 4 under section IV** the contractor shall get the validity of Performance Guarantee extended, at his own cost, to cover such extended period of the contract. After recording the successful completion of the service by the Engineer in charge, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Engineer-in-Charge shall encash/forfeit performance guarantee (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:-
- a) Failure by the contractor to pay BSNL any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - b) In the event of the contract being determined or rescinded under provisions of any of the clause/ conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BSNL and shall be encashed at the pleasure of BSNL.

Clause 2

Determination of contract:

If the Contractor,

- a) In case of failure to perform the contract or violation of any condition of the contract by the Service Provider, BSNL shall without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 7 days notice in writing to the Service Provider. Instructions & notices issued in writing and sent to the last known address of business of the Service Provider shall be deemed to have been delivered to the Service Provider.

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- b) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- c) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or
- d) shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- e) supply any vehicle having registration in the name of employee of BSNL or their close relative: or
- f) having near relatives of BSNL employees either directly recruited or on deputation as provided under **clause 12 of this section**; or
- g) shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or

Then the Engineer-in-Charge may, without prejudice to his rights against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -

To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in- Charge shall be conclusive evidence) on such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

In the event of above course(s) being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and Until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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Clause 3

Conditions to levy penalty:

- (i) Non replacement of suitable same type of vehicle immediately or within one hour of break down, after it's reporting for duty, a penalty upto Rs.300/- + GST shall be imposed in addition to deduction of hiring charges on pro-rata basis for that period. Further, a penalty of Rs.400/- per break down + GST shall be levied if the number of break down exceeds three times in a month,
- (ii) Absence of duty during extra hour duty shall be liable for levy of penalty of Rs.500/- per occasion + GST. Similarly, temporary absence of duty during duty hours without valid permission shall be liable for levy of penalty of Rs.100/- per hour of absence + GST.
- (iii) Non-supply of vehicle by the service provider to the officer as per the requirement of the officer within the prescribed time shall be liable for levy of penalty of Rs.100/- per hour + GST.
- (iv) Non-supply of vehicle on monthly hire basis (Plan-1 & Plan -2) to the officer as per the requirement for any particular day shall be liable for levy of penalty of Rs.500/- per day + GST in addition to deduction of hire charges on pro-rata basis subject to maximum of Rs.5,000/- + GST per month. The formula for deducting hire charges for non supply of vehicle is as under.
Base slab rate X $\frac{\text{Actual No. of days for which the vehicle was made available in the month}}{\text{No. of working days in the month excluding Sundays and holidays}}$
- (v) 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, the decision of Engineer in charge shall be final & finding in case of dispute, if any arises on this account.
- (vi) **No payment will be made for vehicles supplied by the service provider older than 2016 model for Tata Indica or similar type of cars and Tata Sumo or similar type of multi-utility vehicles.**
- (vii) Refusal to provide vehicles against BSNL's requirement by the service provider and each such refusal to provide vehicle once ordered by BSNL shall be liable for levy of penalty as given at item (iv) above shall be deducted from the running bills besides taking any other action which may even lead to termination of contract.
- (viii) Non-supply of vehicle under plan-3 by the service provider to the officer as per requirement for any particular day shall be liable for levy of penalty of Rs.500/- + GST of non-supply.

Clause 4

Period of Contract:

The period of contract shall be for 1 (one) year from the date of award. However, the period of contract shall be extended for further period of six months due to administrative exigencies at the same terms and conditions of the contract subject to satisfactory performance of the service provider.

Clause 5

Variations:

BSNL shall have power to increase the required quantity of supply of vehicles upto 8 number of vehicles or decrease upto 50% of supplied vehicles during the contract period at the same terms and conditions of the contract. Increase/decrease in number of vehicles will be done after receiving approval order from competent authority.

Clause 6

Payment of bill:

Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of GST paid challan for the previous month / quarter and GST return filing certificate are to be submitted along with the bills for payment by the service provider. In case, the bills are not submitted by the service provider as per above

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procedure, BSNL shall not be liable for the delay in payment. The payment shall be made through ECS/NEFT/RTGS as per details given by tenderer in **Annexure 13**.

Whenever the vehicle is engaged for a shorter than a month, the vehicle shall be discontinued for the balance period of the month and the bill shall be paid on actual basis as per terms & conditions.

Clause 7

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.

The aforesaid insurance policies shall remain valid during the entire period of contract.

Clause 8

Price revision:

Price revision either increase or decrease on hire charges due to variation in diesel price shall be worked out as detailed under this clause and paid or deducted accordingly to account for the fluctuation in diesel price whenever such variation in price of diesel rises/falls above/below 10% of "A" i.e diesel price prevailed on the date of opening of tender. Such increase or decrease in the hire charges due to this variation in diesel price above/below "A" the price revision shall be worked out using the following formula.

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

Where

- | | |
|--|-----|
| Diesel price prevailed on the date of opening of tender | - A |
| Average diesel price of 3 months or part thereof for which price variation being considered. | - B |
| Distance slab being considered for price variation. | - C |
| Average KM per liter of diesel consumption (KMPL) for Non-AC vehicle | - D |

Note:-

- The average KMPL is assumed as 12 KMs in case of Non-AC Cars.
- Diesel price as on the date of opening of Tender 18 /07 / 2022 is Rs._____ only.

The price revision shall be worked out at quarterly intervals and shall be with respect to distance slab of various category as per bills paid during the three calendar months of the said quarter. 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.

The service provider shall submit supplementary bill for revision of hire charges of his/their awarded rate on quarterly basis without accumulation. This supplementary bill shall be supported with proof of average diesel price of 3 months for which price variation being considered. The diesel of IOC is being adopted for the price revision.

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Clause 9

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.

Clause 10

Arbitration:

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.

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- e) Parties agree that neither party shall be entitled for any pre-reference or pendente lite 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.**

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Clause 11**Set Off (Recovery of sum due to BSNL):**

- a) 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.
- b) In the event of said security deposit being insufficient, the balance of total amount recoverable, 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 such demand made by BSNL.
- c) 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.

Clause 12**NO NEAR RELATIONSHIP CERTIFICATE**

- a) 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. In case of breach of this condition by the company or firm or any other person participated in the tender shall be cancelled and bid security shall be forfeited at any stage whenever it is noticed and BSNL shall not pay any damage to the company or firm or the concerned person.
- b) The company or firm or the person will also be debarred for further participation in the concerned unit.
- c) The near relatives for this purpose are defined as:
 - i) Members of a Hindu undivided family. (ii) Their husband and wife.iii) 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).

(End of Section – IV)

**SECTION – V
FINANCIAL SCHEDULE**

Plan-1:- Small Car ie., like Tata Indica or similar type of Non AC Cars (Diesel) on monthly basis.

Item No	Distance slab in KM per month	Rate per vehicle per month in rupees with out GST)
1	1000 KM	
2	1500 KM	
3	2000 KM	
4	2500 KM	
Total		

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Extra charges for PLAN – 1(With out GST)

Item No		Rate in Rupees
1	Rate for one extra KM	
2.	Detention charges beyond duty per hour	
3.	Night halt charges per day halt	

Plan-2:- Tata Sumo or similar type Multi Utility Vehicle Non-AC (Diesel) on monthly basis.

Item No	Distance slab in KM per month	Rate per vehicle per month in rupees with out GST
1	1000 KM	
2	1500 KM	
3	2000 KM	
4	2500 KM	
Total		

Extra charges for PLAN – 2(With out GST)

Item No		Rate in Rupees
1	Rate for one extra KM	
2.	Detention charges beyond duty per hour	
3.	Night halt charges per day halt	

Plan-3 Tata Indica or Equivalent/MUV i.e.Tata Sumo/Qualis/Equivalent Non-AC on monthly basis.

Slab.No.	Time-KM Hire slab	Small car i.e.Tata Indica/Equivalent	MUV i.e. Tata Sumo/Equivalent	Rate in Rupees
1	5 Hrs-50 KMs(Half day)@			
2	10 Hrs-100 KMs (Full Day)@			
3	10 Hrs-Night(2100 to 0700) 100 KMs @			

Extra charges for PLAN – 3(With out GST)

Item No		Rate in Rupees
1	Rate for one extra KM	
2.	Detention charges beyond duty per hour	
3.	Night halt charges per day halt	

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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 8 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 rates shall be quoted on monthly basis for Plan-1, Plan-2 and daily basis for Plan-3. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in the above said financial schedule. The rate for extra per hour detention and extra per km running shall to be indicated in both the cases.
- d. Rates shall be quoted either for plan-1 or plan-2 or for both plans as per their own will & eligibility, however quoting of rate for plan-3 is compulsory for all the bidders. In case, the rate is not quoted for plan-3, by any bidder whose bid shall be summarily rejected. The bidder is also required to quote for all the hiring slabs indicated in the respective PLANs.
- e. The quoted rate shall include all charges such as drivers salary, insurance premium, road tax, fuel, repairs & maintenance charges etc;
- f. The quoted rates shall be exclusive of GST payable to Central / State Government, if any.
- g. The service provider shall solely be responsible for all fines, penalties and other violation of traffic rules in force.
- h. The BSNL shall not be liable for any other charges whatsoever on any other account.
- i. The procedure adopted for comparison of bids shall be on the basis of rates quoted for the type of vehicle in each Plan (Plan-1 & 2) indicated above financial schedule.
- j. Each plan shall be evaluated independently for the purpose of comparison of rates & fixing of L1, L2, L3 etc;.
- k. In case of any reduction of taxes and statutory levies (if any) during the contract 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.
 - i. In case of increase in taxes/ duties during the contract 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.

Date:

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

(End of Section – V)

Seal & Signature of Authorised signatory

BID FORM

From

To

The Asst General Manager (HQ)WEST
O/o the GM (WBA),
BSNL, Chennai Telephones,
No 1, Ganga Nagar, Chennai-600024

Dear Sir,

1 Having examined the above mentioned tender enquiry document including amendments / clarification /addenda Nos _____ Dated _____ the receipt of which is duly acknowledged, we, the undersigned, offer to supply commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the financial bid 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 a sum not exceeding **3%** of the Tender value for the due **performance of the Contract**.

4. We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

6. Bid submitted by us is properly digitally signed 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 of2022

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Seal & Signature of Authorised signatory

STATEMENT OF VEHICLES OWNED

Bidder's name: _____

Company's name: _____

If the bidder quotes for any individual plan (Plan-1 or Plan-2 or any combined Plans, then the number of minimum "OWNED/LEASED Vehicles shall be as follows.

Details of "OWNED/LEASED commercial vehicles of small car ie., like Tata Indica or similar type of cars & Multi-utility vehicle ie., like Tata Sumo or similar type vehicles in our fleet of operation as on date **not older than 2016 year model.**

SL. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type (Indica /Tata Sumo or similar type Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									

Note: Copies of RC books to be enclosed as age proof for ensuring that vehicles not older than 2016 year model for all type of vehicles and also to establish the ownership of the vehicles.

Declaration:

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Seal & Signature of Authorised signatory

BID SECURITY BOND

Whereas (hereafter called “the Bidder”) has submitted its bid dated for hiring contract of commercial vehicles on line tender **NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04-07-2022**

.....KNOW ALL MEN by these presents that We of having our registered office at (here after 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 obligations are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the 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 said 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 owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in for 120 days and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness
Name of Witness
Address of Witness

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

Seal & Signature of Authorised signatory

PERFORMANCE GUARANTEE BOND

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. _____ dated _____ made between _____ and _____ for Hiring of Vehicles for field & HQs duties of Chennai Telephones including Chengalpattu SSA units for the year 2022-23 vide tender **NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04.07.2022.**

('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for

_____ we, (name of the bank)

_____ (hereinafter refer to as "the bank") at the request of

_____ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

- a) We (name of the bank) _____ do hereby undertake to pay amounts due and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL, Chennai Telephones, 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 _____.
- b) We undertake to pay to the BSNL, Chennai Telephones, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
- c) We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. 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.

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- d) We (name of the bank) _____further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- e) The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

- f) We (name of the bank)_____lastly undertake not to revoke this Guarantee during its currency except with the prior consent of the BSNL, Chennai Telephones, in writing.

Dated the _____ day of _____
 _____ for

 (Indicate the name of the bank)

Note: This guarantee shall be issued on non-judicial stamp paper of appropriate value in accordance with the stamp act.

Seal & Signature of Authorised signatory

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The Deputy General Manager (KOD),
BSNL CHENNAI TELEPHONES,
No.1 GANGA NAGAR, KODAMBAKKAM,
CHENNAI – 600024

Subject – Authorization for attending bid opening on _____ (date) for the tender of hiring of vehicles vide tender **NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04.07.2022**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ bidder in the 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 case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is 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.

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FORMAT OF DUTY SLIP/ TRIP SHEET

(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 & YearDiesel.....
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

Seal & Signature of Authorised signatory

AGREEMENT FOR VEHICLE HIRE

(NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01dt.04.07.2022)

This agreement is made on this _____ day of 2022 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 Telecom Circle/District/BA 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 **2016** year model, on the rates accepted 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 Annexure-8 shall place an order for their requirement on the official Hire order form Annexure-9 (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle hire shall prevail.
5. Service Provider will provide vehicles to BSNL **not older than 2016 year model for Tata Indica or similar type of Cars and Tata Sumo/Qualis type** and registered for the

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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 vehicle will be given 'OFF' only on Sundays. If the vehicle is called for Sunday duty for emergency purpose, to compensate the Sunday duty, one day 'OFF' will be given during the week.

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. If the ordered vehicle on monthly hire basis (Plan-1 to Plan-2) is not supplied by the Service Provider during the month on any day, a penalty of Rs.500/- per day + GST of non supply will be imposed subject to maximum of Rs.5,000/- + GST per month plus pro-rata hiring charges will be deducted.

10. 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-6 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, Special condition(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.

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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-2 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-3 of Section IV 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/- + GST per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100/- + GST per hour of absence. If the vehicle is not available / supplied by the prescribed time by the service provider as per the requirement of the Officer, a penalty of Rs.100/- + GST 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 subject to the maximum of Rs.5000/-+GST per month.

(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) No payment will be made for vehicles supplied by the Service Provider older than **2016** model for Tata Indica or similar type of Cars and Tata Sumo/Qualis type vehicles other than those mentioned in Annexure 2A.

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

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. e-TENDER No. **NIT No.DGM (NWO)KOD /e-Tender/HV / 2022-23/01 Dated 04.07.2022** schedules annexure 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.

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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-2(e) & (f) 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 Annexure-10.

24. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehaviour 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 clause-8 of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Diesel and these variations shall be worked out from the base rate as per formula indicated in Clause-8 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

Seal & Signature of Authorised signatory

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) / General Manager, 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 Annexure-11 dully 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 18.07.2022 is Rs..... only

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Name of the CGM / PGM / GM

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 despatch, if transmitted by internationally recognized courier or registered air mail.

Seal & Signature of Authorised signatory

Signed _____
For and on behalf of the BSNL
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

- 1.
- 2.

Signed _____
For and on behalf of the Service Provider
Name (caps) _____
Position _____
Date _____

In the presence of Witnesses

- 1.
- 2.

(End of Section – V ANNEXURES)

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SCHEDULE OF REQUIREMENT AND HIRE CHARGES

PLAN - 1 (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): **TATA INDICA OR SIMILAR TYPE OF CARS not older than 2016 year model (Non AC/Diesel)**

		Hire Charges per vehicle (Rs) (Basic rates only) Unit (per Month) Slab Rate
Slab No	Monthly KM Hire slab	TATA INDICA OR SIMILAR TYPE OF CARS Non-AC (Diesel) Not Older Than 2016 year model
1	1000 KM	
2	1500 KM	
3	2000 KM	
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. _____

PLAN - 2 (Scheduled Works): Monthly KM Hire Slab: (Basic rates only): **TATA SUMO / QUALIS Type of Vehicles not older than 2016 year model (Non AC/Diesel) (multi utility vehicle)**

		Hire Charges per vehicle (Rs) (Basic rates only) Unit (per Month) Slab Rate
Slab No	Monthly KM Hire slab	TATA SUMO / QUALIS Type Non-AC (Diesel) Not Older Than 2016 year model
1	1000 KM	
2	1500 KM	
3	2000 KM	

- a) For extra KM (Rs./KM)... Rs. _____
b) Detention charges beyond duty (Rs./Hr.) Rs. _____
c) Night halt charges (Rs/Halt) Rs. _____

Compulsory quote:-

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

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		Rate per vehicle per slab as indicated in column "B" in rupees with out GST				
Item No	Time-Distance in KM slab	Small car ie., like Tata Indica or similar type of Non AC Cars.	Small car ie., like Tata Indica or similar type of (AC)	Multi-utility vehicle ie., like Tata Sumo or similar type (Non AC)	Seden type ie., like Swift Desire etc; (AC)	Big car ie., like Innova etc (AC)
A	B	C	D	E	F	G
1	5 Hours – 50 KMs (Half day)					
2	10 Hours – 100KMs (Full Day)					
3	10 Hours -Night (2100 to 0700) - 100 KMs					
4	Rate per hour for Extra hours					
5	Rate per KM for extra KM					

DATE

SIGNATURE:

SEAL :

Seal & Signature of Authorised signatory

(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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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.
	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.	
	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.
	(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.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	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.

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
1(b) cont	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.	
d.	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>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 :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	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.
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.

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	<p>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.</p> <p>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>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</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
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).	<p>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/BG/SD; OR</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 19 of Annexure-G 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.</p>

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	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 CHTD or not.	
7	a) 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 CHTD 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.	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.	

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	<p>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.</p>	<p>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.</p>
9	<p>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>	<p>i) Termination/ Short Closure of the PO/ WO ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p> <p>b) in spite of court orders</p>	<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> <p>Termination of contract, if any.</p> <p>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 CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
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 tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it as per the rates quoted in the bid and revisions thereafter vide clause-8 of Section-IV satisfactorily.</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 CHTD for 3 years from date of issue of banning order.</p>

Seal & Signature of Authorised signatory

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>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.</p>		

Seal & Signature of Authorised signatory

The list of authorities for engaging vehicle from this contract

(Approved by Head of circle/District/BA)

(Part of Agreement for vehicle hire)

Period of contract :- From _____ To _____

Name of Circle _____

Sl.No.	Area	Service provider I		Service provider II		Service provider III	
		Small car like TATA Indica	Multi-utility vehicle like TATA Sumo	Small car like TATA Indica	Multiutility vehicle like TATA Sumo	Small car like TATA Indica	Multiutility vehicle like TATA Sumo

Note: The above allotment is tentative and the exact number of vehicles may get varied as per actual requirement.

Signed _____
(On behalf of BSNL)

Designation _____

Date _____

Seal & Signature of Authorised signatory

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 _____ BSNL

Order details

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

Name of hiring unit _____

Name of District/BA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

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) _____

Designation _____

Date _____

Seal & Signature of Authorised signatory

Name of work : Online tender for hiring of vehicles for field units' duties of South & West Areas of Chennai Telephones including Chengalpattu SSA units for the year **2022-23**

NO NEAR RELATIONSHIP CERTIFICATE

I _____, S/O _____ ,
Resident of _____ hereby certify that none of my relative(s) as defined in **clause 12 of Section-IV** 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 _____

Seal & Signature of Authorised signatory

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and -----
 --- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust,
 Society etc.)----- S/O -----residing at-----
 -----on behalf of said M/s ----- (Name of the Firm,
 Company, Trust, Society, etc.) having its office at-----and
 duly authorized to sign, file and verify present undertaking by the said -----(Name of the
 Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India
 Enterprise having its Registered Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane,
 Janpath, New Delhi and local office located at ----- hereinafter called BSNL
 which terms shall mean and include its successors, administrators, heirs and assigns.

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

1. I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government
 instructions/ statute etc; that are applicable / will be applicable which are aimed to protect the interest of
 the workers/ employees engaged by me / us during the course of performance of this contract.

2. I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors,
 agents or representatives against any liabilities, losses, actions, judgments, damages, fines, penalties and
 costs (including legal costs and disbursements) arising from or relating to:
 - a) any breach/ violation of any direction / order of government authorities, breach/ violation of
 any provisions of the labour laws or any other laws / statutes / regulations that are aimed to
 protect the interest of the workers/ labourers engaged by me / us during the course of this
 contact.
 - b) any claim made by any other third party in connection with violation of any of the laws,
 guidelines, instruction, etc;

3. In witness whereof this undertaking has caused on the ----- Day ----- Month of -----Year

Date:

Place:

Signature: -----

Name: -----

Designation: -----

WITNESS : 1.

2.

Seal & Signature of Authorised signatory

Name of work : Online tender for hiring of vehicles for field units' duties of South & West Areas of Chennai Telephones including Chengalpattu SSA units for the year **2022-23**

NON BLACKLISTING CERTIFICATE

I _____, S/O _____

hereby certify that I/my company have/has not been blacklisted by any Govt. Department/PSU of Central or any State Govt. as 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 _____

Seal & Signature of Authorised signatory

ECS FORM
Mandate Form

Payment through NEFT/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, Telephone No. Fax No.	
7	MICR & IFSC Code no.	
8	Type of account	
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 on 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

Seal & Signature of Authorised signatory

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 to:

IT Exemption date from : IT Exemption date to:

Excise Details:

Excise reg. no. :

Excise Range. :

Excise Division :

Excise Commission rate :

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)

Seal & Signature of Authorised signatory

(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

Seal & Signature of Authorised signatory

Special instruction to bidders for on line tendering process

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 W 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

1. 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.

2. Online Bidding Methodology:

Technical bid & financial bid shall be uploaded by the bidder at the same time through on line.

E-Reverse auction/negotiation if required by BSNL CHTD W Zone after opening of financial bids, shall be resorted to as per **para 2 of section –II (part A)**.

Broad outline of activities from bidders prospective:

- (i) Procure a Digital Signing Certificate (Class III) (DSC).
- (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
- (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
- (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
- (v) Download Official Copy of E-Tender Document from <https://www.tenderwizard.com/BSNL>.
- (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
- (vii) Bid-submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/ paper for submission of bid online and offline.
- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical bid.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial bid (only for technically qualified bidders).

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3. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The financial bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it shall be ensured that the file name shall be the name of the document itself.

4. Digital Signature Certificates:

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act' 2000, it is necessary for each user to have a Digital signature Certificate (Class III) (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>].

5. REGISTRATION:

(i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be uploaded in the e-format. Cost of the E-Tender Document (in the form of DD – in original) and Bid Security (in the form of DD – in original) have to be submitted to the office of DGM(KOD-W) as per address given in bid document before the scheduled date and time of opening of the E-Tender otherwise the bid will not be considered.

(ii) Amendments, if any, to the E-Tender documents 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 E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI Limited through 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 E-Tender. The Principal General Manager (South) 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.

(iii) 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 }

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), contact M/s ITI Limited.

6. Special Note on data protection of bids

(i) Security related functionality has been rigorously implemented in www.tenderwizard.com/BSNL in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision

(ii) for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

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(iii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in www.tenderwizard.com/BSNL 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.

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

7. Public Online Tender Opening Event (TOE)

(i) www.tenderwizard.com/BSNL 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.

(ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on www.tenderwizard.com/BSNL. www.tenderwizard.com/BSNL 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 in electronic form. A detailed technical and/ or financial comparison chart enhances the transparency.

(iii) There are many more facilities and features on www.tenderwizard.com/BSNL. For a particular tender, the screens viewable by a supplier will depend upon the options selected by the concerned buyer.

8. 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 BSNL opening venue or at 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

(i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.

(ii) 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 <https://www.tenderwizard.com/BSNL>.

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10. **The following ‘ four KEY INSTRUCTIONS for BIDDERS’** must be assiduously adhered to:

(i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>

(ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.

(iii) Get your organization’s executives concerned trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>. Submit your bid well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).

(iv) While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.

13. Minimum Requirements at Bidders end.

(i) Computer System with good configuration (Minimum P IV, 1 GB RAM, Windows 7)

(ii) Broadband connectivity.

(iii) Microsoft Internet Explorer 6.0 or above

(iv) Digital Signature Certificate (Class III)(s)

11. Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk – M/s ITI Limited

Telephone/ Mobile No. 9894191904 – Shri. S. Dinesh
9962676264 / 8098469169- Shri. Kirubakaran

E-mail ID

twhelpdesk438@gmail.com,

twhelpdesk679@gmail.com,

twhelpdesk444@gmail.com,

bsnl_twhelpdesk@gmail.com

12. BSNL Contact:

BSNL Contact-1

AGM(HQ)WEST

Telephone : 044-24832223

E-mail ID : agmhqwest@gmail.com

BSNL Contact-2

SDE ADMN WEST

Telephone : 044-24834177

E-mail ID : sdeadmwn@gmail.com

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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 Document 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		

END OF THE ON LINE TENDER DOCUMENT

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