



**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER TELECOM

BSNL, NE-II Circle, Dimapur

**e-Tender**

**for**

**Hiring of 1 (one) No. of Light Commercial Vehicle (Bolero)**

**for the**

**Office of the General Manager (HR &Admin), O/o the CGMT,  
BSNL NE-II Circle, Dimapur**

**e- TENDER DOCUMENT**

NIT No.:- 01/CGMT/NE-II/ADMN/GEN/Genl.Vehicle/20-21 .

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## SECTION I



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**OFFICE OF THE CHIEF GENERAL MANAGER TELECOM,**  
**BSNL, NE\_II Circle, Dimapur**

### NOTICE INVITING e-TENDER

No. CGMT/NE-I/ADMN/GEN/Genl.Vehicle /2015/92 .

Date :-15/02/2021.

On behalf of **BHARAT SANCHAR NIGAM LIMITED**, the **Chief General Manager Telecom, BSNL, NE-II Circle, OCB Exchange compound, Behind Super Market, Dimapur-797112, Nagaland** invites item rate e-Tenders for “**Hiring of 1(one) No. of light commercial vehicle (Bolero) for the office of the General Manager, (HR &Admin), BSNL, NE-II Circle, Dimapur**” from prospective contractors/Suppliers having an experience of 2(two) years in supplying vehicles / cars during the last two years to any Central / State Govt. organization or a large Public sector Undertaking.

#### Schedule to the invitation of Tender

NIT No.	<b>01/CGMT/NE-II/ADMN/GEN/Genl.Vehicle/20-21 .</b>
Estimated Cost put to tender	<b>Rs. 5,61,624/-</b>
Earnest Money	<b>Rs.11,232/-</b>
Cost of Bid Document	<b>Rs. 590.00 ( inclusive of 18 % GST)</b>
Tender Processing fee	<b>Rs 590/-</b> (Rupees five hundred and ninety) only as applicable payable to <b>M/s ITI Limited Kolkata</b> through their e-gateway by credit/debit card, internet banking or RGTS/NEFT facility. (0.04% of Tender Value/Estimated Cost subject to minimum cap of Rs.500/- and maximum cap of Rs.5000/- plus applicable GST)
Last date & Time of On line submission of Technical & Financial Bid	<b>Up to 18.00 Hrs. of 25/02/2021.</b>
Last date & Time for offline submission of Physical bid documents / Technical Bid (Period during which EMD, Cost of Bid documents and other documents shall be submitted)	<b>Up to 15:00 Hrs. of 01/03/2021.</b>
Time & Date of opening of Physical bid documents / Technical Bid	At or after <b>15:30 Hrs. on 01/03/2021</b> at Conference hall, O/o the CGMT, BSNL, NE-II Circle, Dimapur.
Time & Date of Opening of Financial Bid-On line	Will be intimated later
Duration of contract	<b>One year from the date of award of the contract with an option for extension for 1(one) or more year under the same rate, terms and conditions of the contract.</b>

The interested bidder may visit [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) and participate in the e-tender

AGM (HR & A)  
O/o the CGMT,  
BSNL, NE-II Circle,  
Dimapur

## SECTION II

### INSTRUCTIONS TO BIDDERS

**1. Services to be provided:**

Services to be provided are given in **Section-V**

**2. Eligible Bidders:**

- a. The bidder should have at least **2 (two) years** experience certificate of satisfactory performance in similar services for providing at least 01 Petrol/Diesel/CNG driven vehicles during last two financial year preferably with Central/State Government Large Public Sector undertaking
- b. The bidder should own or have on lease, sufficient vehicles -**minimum 1 No. Bolero of model not older than January 2016 in good condition.** The full details of the vehicles and a clear declaration that the firm will be able to supply vehicles of model not older than January 2016 Model shall be provided along with following documents. (a) Valid Registration (b) Valid insurance (c) Pollution certificate. The proof of ownership or lease holding should be submitted in the form of Lease Deed. The Lease Deed should be registered at Sub Registrar office (See **Appendix-IV**)

**3. Cost of bidding:**

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

**4. Instructions for Online Bid Submission:**

Bidders to submit the bids online through the [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)

Bidder should possess valid Digital Signature Certificate (DSC).

Bidder should do the enrolment in the e-tender website [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL).

Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.

The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.

Bidder need to login to the e-tender site through their user ID/ password chosen during registration.

Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudhra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

The DSC that is registered only should be used by the bidder and should ensure safety of the same.

Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.

After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details or email. Bidder should take into account the corrigendum published before submitting the bids online.

Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

(a) **Cost of Bid Document (non-refundable) and EMD:** Bidder should submit the cost of bid documents and EMD in offline in the form of Demand Draft/Banker Cheque. In case of, Demand Draft/Banker Cheque, the same should be prepared separately for Cost of Bid document and EMD. The Demand draft/Banker Cheque should be prepared in favour of “**Account Officer (Claims), O/o the CGMT, BSNL, NE-II Circle, Dimapur payable at Dimapur**”. The Validity period of EMD is **180 days**, from the date of opening of tender (Technical Bid). The original DD/BC should be submitted in person to “**AGM (HR &A), O/o CGMT, BSNL, NE-II circle, Dimapur**”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer.

Exemption of tender fee & EMD will only be given to MSE bidders subject to submission of valid NSIC/MSME UAM Registration Certificate as given in **Clause 10**.

The bidder should ensure that the Demand Draft/Banker Cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible if the cost of bid document and EMD are not received before due date and time of opening of the tender.

(b) **Tender Processing fee (non-refundable):** The tender processing fee (non-refundable) @0.04% of tender value has to be paid online by the bidder through the e-tender website.

While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.

The details of the Cash Receipt/ DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.

Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated. **Bidders should note**

**that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**

The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

- (i) Bid Form (Section-VI)**
- (ii) Certificate of non-participation by family members (Appendix-III)**

If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.

Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.

For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

## **5. Bid Document:**

Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special Conditions of the Contract
- e. Service to be provided.
- f. Bid Form
- g. Bid Security Form
- h. Performance Security Bond Form

- i. Letter of authorization to attend Bid opening
- j. Agreement for Vehicle Hire
- k. Financial Bid (Price Schedule)
- l. Part of agreement for vehicle hire
- m. Hire Order Form
- n. Non Participation of BSNL employees and relatives
- o. Check List
- p. Transit Vehicles Lease Agreement

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

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

#### **6. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:**

1) Documentary proof to show that the bidder is having previous experience of two years or more in supplying hired vehicle to any Central / State Govt. organization or a Public Sector Undertaking, in the form of:-

- (a) Copy of work order and
- (b) Experience certificate issued by competent authority clearly showing the number, type of vehicles, and period of supply by the contractor.

2) Proof of ownership of the vehicle or lease holding. (RC Book, in case of ownership OR RC book with lease deed agreement, in case of lease holding has to be submitted along with the bid.) The Lease Deed should be registered at Sub Registrar office.

3) Valid vehicle insurance certificate

4) Valid vehicle Pollution certificate

5) Partnership deed or articles/memorandum of association, in case of Partnership/Company.

6) Power of Attorney, wherever required.

7) Copy of PAN Card of the Firm or Company or Owner.

8) Income Tax Clearance Certificate or AP ST certificate (in case of exemption)

9) A copy of valid GST REGISTRATION document and Registration number.

10) (a) Micro and Small Enterprises(MSEs) bidder should submit valid Registration Certificate with MoMSEM (UAM Registration Certificate)/ District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) as per MSMED Act 2006

(b) **A copy of UAM Registration Certificate is to be uploaded.**

**The Tenders uploaded without above mentioned documents will be rejected straightaway.**

#### **7. Amendment to Bid document:**

1. At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
2. The amendments shall be notified online only through corrigendum, if any.
3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

## 8. Bid Price:

The bidder shall give the total composite rate inclusive of all levies & taxes including applicable GST which is admissible as extra in the Price Schedule. **Rate should be quoted for all the items otherwise the bid will be rejected summarily.**

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

“DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price schedule. Therefore, the bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net rate taking all such factors like Discount, free offer, etc. into account”.

The rates should be quoted both in words & figures. In case of discrepancy, lower of these rates will be considered. Modification / replacement of template by the bidder will lead to cancellation of the bid.

## 9. Bid Security (EMD):

Bidder should submit the EMD in offline. The Demand draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of “**Account Officer (Claims), O/o the CGMT, NE-II Circle, Dimapur**” payable at Dimapur. The original should be submitted in person to “**AGM (Hr &A), O/o CGMT, BSNL, NE-II Circle, Dimapur** within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible if the cost of bid document and EMD are not received before due date and time of opening of the tender.

The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

The Bid Security may be forfeited.

a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

b. If the successful bidder fails

1. To sign contract.

2. To furnish performance security.

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

If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

## 10. Exemption from paying of Cost of Bid Document and EMD for MSEs registered with NSIC/ any other body specified by MoMSEM:

The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of Cost of bid document and EMD of the Tender.

Micro and Small Enterprises(MSEs) registered with MoMSEM (UAM Registration Certificate) , District Industries Centres (DICs)/Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006 , and further amendments for goods produced and services rendered shall be issued Tender Documents free of Cost and shall be exempted from paying EMD.

Any MSE registered bidders stated in 10.1 & 10.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the UAM Registration Certificate

**In case of MSE, registration & declaration of UAM number in Central Procurement Portal (CPPP) is mandatory w.e.f. 01.04.2018. The bidders who fail to submit UAM number shall not be able to avail benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MoMSME.**



### **11. Format and signing of bid:**

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

### **12. Submission of Bid:**

Bidder should log into the site [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.

Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

**Utmost care shall be taken for uploading Financial Bid (Price Bid) and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Financial Bid format in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Financial Bid (Price Bid) is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.**

Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

### **13. Bid opening**

Bid opening committee will open the bids online in the presence of bidders or their authorized Representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (format is given in **Section VII**).

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

**Copy of the Authorization Letter should be uploaded along with other required documents and also the authorized representative should possess a valid Proof of Identity document like Official ID, Aadhaar Card, Voter ID, Driving Licence, etc. to be produced on demand by BSNL.**

**14. Clarification of Bids:**

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

**15. Bid Evaluation:**

Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.

The “Technical Bid” will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

BSNL shall evaluate the bids 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.

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 contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.

BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of “Grand Total” as mentioned the Price Schedule for each category of vehicle.

The evaluation committee may cross verify the documents submitted by bidder with the issuing authority, is case of any need.

**16. Award of Contract:**

BSNL shall consider placement of advance purchase order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance purchase order, give his acceptance along with performance security in conformity with **Section VIII** with the bid document.

The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.

The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

**17. Right to vary quantities:**

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of items specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

Validity of the Tender will remained operation for a period of 12 months from the date of signing of the agreement. It may be extended for another 12 months as per decision of CGMT.

**18. Purchaser’s right to accept any bid and to reject any or all bids:**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser’s action.

**19. Signing of Contract:**

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

Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

**20. Annulment of Award:**

Failure of the successful bidder to comply with the requirement of **Clause 16** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**21. Period of validity of bids:**

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

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

## SECTION III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. Application:

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

#### 2. Performance Security:

The successful bidder shall be required to deposit an amount equal to 5% of the work order value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance security. Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs.100/-or more as desired by Bank) issued by a scheduled bank or DD/FD.

Performance security will be discharged after completion of contractor's performance obligations under the contract. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### 3. Execution Time Limit:

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### 4. Payment Terms:

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

#### 5. Termination of Contract:

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

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

(b) If the contractor fails to perform any other obligation(s) under the contract.

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

#### 6. Termination of Insolvency:

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

#### 7. Force Majeure:

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

in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

**8. Arbitration:**

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Chief General Manager Telecom, BSNL, NE-II Circle, Dimapur. 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 Chief General Manager Telecom, BSNL, NE-II Circle, Dimapur or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager Telecom, BSNL, BSNL, NE-II Circle, Dimapur or the said officer is unable or unwilling to act as such than to the sole arbitration of some other person appointed by the CGM, NE-II Circle, Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame marking and publishing the award. Subject the aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause.

The venue of the arbitration proceeding shall be Office of Chief General Manager Telecom, BSNL, BSNL, NE-II Circle, Dimapur or such other place as the arbitrator may decide.

**9. Set Off:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by BSNL and set off the same against any claim of BSNL, for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

**10. Court Jurisdiction:**

Any dispute arising out of this tender shall be within the jurisdiction of court of Dimapur only.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the bidders contained in **Section II** and General (Commercial) conditions of the contract as contained in **Section III** and wherever there is a conflict, the provisions herein shall prevail over those in **Section-II** and **Section-III**.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Govt. Of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor shall entirely lie with the contractor. The hiring authority has no responsibility of what so ever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them wages as per existing provisions of various labour laws and regulations will be the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub contracting is permissible by BSNL. The near relatives of all BSNL employees {non-executive employees working in the jurisdiction of BSNL, NE-II Circle (name of unit) and executive employees (also called Group A and Group B officers working in jurisdiction of BSNL, NE-II Circle (name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a. Members of a Hindu undivided family
  - b. They are husband and wife
  - c. The one is related to the other in the manner as father, mother, son(s), son's wife (Daughter-in-law), daughter(s), and daughter's husband (Son-in-Law), Brother(s), and brother's wife, sister(s) and sister's husband (brother-in-law).
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm, the certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners. And in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in concerned unit.
9. The contractor shall assign the job of driving of hired vehicle only to qualified, experienced, licensed drivers and also assure full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. BSNL, shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of BSNL, such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles is required to supply for the purpose of execution of the contract at the same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% (Twenty Five percent) of original schedule or requirement in the NIT.
11. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor. BSNL will not pay any mileage run for such servicing. Nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc will be to the contractor's liability.
12. The vehicle supplied by the contractor should be in very good condition and should maintain minimum breakdown during running condition. So, the contractor is encourage top provide new vehicle in his own interest.

13. The vehicle should be kept neat and clean by the contractor. The tube and tyre should be replaced regularly to ensure smooth operation of the vehicle.
14. BSNL reserves the right to counter offer price against price quoted by the bidder.
15. BSNL reserves the right to give the order to more than one bidder at L1 rate. In such event, the distribution would be done proportionately as per the BSNL guidelines issued from time to time. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder. If L1 bidder is unable to supply ordered quantity, the balance quantity shall be distributed proportionately to the remaining selected bidder.
16. Regular checking of meter by the designated Transport authority will be done by the contractor and requisite certificate may be shown to the BSNL as and when demanded.
17. The BSNL reserves the right to withdraw/cancel any nos of vehicle for which order is already placed, at any time during the validity of the tender, depending upon the actual field requirement from time to time, by giving one month advance notice.
18. If the service of any contractor is not satisfactory, BSNL may immediately withdraw the vehicle supply order. Under such circumstances, BSNL will be free to place the vehicle supply order to the other eligible contractor.
19. The bidder may quote for anyone or all type of vehicle as per the detail given in financial bid
20. The evaluation of the lowest bidder will be done separately for each zone.
21. BSNL will give work order for supply of vehicle around 1-2 month in advance for long term use. However, for short term use, it may be given one day in advance. The contractor should ensure that the vehicles are delivered in time and they are in good condition.
22. It will be the responsibility of contractor to provide driver, to provide diesel for the vehicle, to maintain the vehicle and to repair the vehicle in case of breakdown at their own cost so that smooth services to BSNL are ensured.
23. In case of outstation tour/journey, it will be the responsibility of contractor to arrange for the food and lodging of the driver.

## SECTION –V

### SERVICES TO BE PROVIDED

1. **Service** Provision of 1 (one) No. of light Commercial vehicles with Licensed Driver and Registered vehicles on hiring basis for running under the jurisdiction of BSNL NE-II Circle. In addition, the Vehicle will be required to run in any state of the NE Region depending on the requirement. Accordingly, necessary registration should be done by the supplier.
2. **Period of Contract** Under normal circumstances the contract shall be valid for a period of 1(one) years from date of issue of work order. However, contract may be extended for further period upto one year or more year on the same rate, terms and conditions at the discretion of CGMT. If the service of the contractor is not satisfactory during the contract period, the contract may be terminated at any time.
3. **Quantity** (a) Estimated no of vehicles to be hired is 1 No.
4. **Duty Hrs** 10 hrs per day on all days of month except Sundays. However, actual users of vehicles shall specify actual duty hrs.
4. **Notice Period** 1. For normal requirements, one day in advance.  
2. Telephonic intimation shall be considered as notice.  
3. For Long time hiring 1-2 month in advance.
5. **Reporting Place** Any place within the jurisdiction of the BSNL, NE-II Circle.. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of Distance** From garage to garage but chargeable distance in this respect shall not be more than 5 Km in each way.
7. **Accuracy of Meters** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
8. **Penalties**
  1. In case of break down, vehicles have to be replaced by other immediately within one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 500/- Per day may be imposed in addition to deduction on pro-rata basis for the period. If the numbers of break down exceeds three times in a month, a penalty of Rs. 1000/- per break down shall be imposed.
  - II. In case of non-availability of vehicle, penalty of Rs. 500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
  - III. In case of non-availability of vehicle during extra hrs, penalty of Rs.100/- per occasion shall be imposed.
9. **Special requirements**
  1. **Intending bidder must have a telephone where requisition of vehicle can be conveyed all the 24 hrs. Telephone no. must be specified in the bid.**
  2. **For contacting the driver by the hiring authority as and when required, the Contractor has to provide Postpaid Mobile connection to the driver of the vehicle at their own cost.**
  3. No vehicles should be supplied having registration in the name of employee of BSNL. Staff or closed relative and certificate to this effect to be given on the body of bill while submitting claim.
  4. Payment of any Govt. Tax or duty for plying the vehicle will be liability of contractor.
  5. Parking, Toll charges and the ferry charge for river crossing, if any, may be claimed by producing the Parking /Toll/Ferry Charges slips.



**SECTION –VI**

**BID FORM**

Dear Sir,

1. Having read the condition of contract and service to be provided for hiring of vehicle in BSNL, NE\_II Circle, Dimapur, the receipt of which is hereby dully acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the condition of contract and specification for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 5% of the contract sum for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 days form the date fixed for bid opening and it shall remain bidding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly scaled and prepared so as to prevent any subsequent any replacement.
7. We understand that you are not bound to accept the lowest of any bid, you may receive.

Dated this .....Day of .....2021

Signature of

In capacity of

Duly authorized to signed the bid for and on behalf of .....

Witness.....

Address .....

Signature.

**SECTION –VII**

**BID SECURITY FORM**

Whereas..... (hereafter called “the Bidder”) has submitted its bid dated..... for hiring contract of light commercial vehicles vide Tender No ..... Dated.....

KNOW ALL MEN by these presents that We .....of having our registered office at .....(hereafter called “the Bank”) are bound unto ..... BSNL, in the sum of Rs.....for which payment will and truly to be made the bank Binds itself, its successors and assigns by these presents.

**THE CONDITIONS OF THE OBLIGATION ARE:-**

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

We undertake to pay to ....., BSNL, upto the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in **Clause 21 of Section II** of the Bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Tel.No. of Branch

Name of witness

Fax No.of Branch

Address of witness

**SECTION –VIII**  
**PERFORMANCE SECURITY BOND FORM**

In consideration of Bharat Sanchar Nigam Ltd, New Delhi (herein after called the BSNL, New Delhi) having agreed to exempt..... (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. .... on production of Bank guarantee for Rs. .... for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for supply of .....we, (Name of the Bank) .....(herein after referred to as “ the Bank) at the request of ..... Contractors do hereby undertake to pay to the BSNL ..... an amount of not exceeding ..... against any lost or damage caused to or suffering or would be caused to or suffered by the BSNL ..... by reason of any branch by the said the contractor’s of any of the terms and conditions contained in the said agreement.

We (Name of the bank) .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the BSNL, .....stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the BSNL .....reason of branch by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the BSNL ..... in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay to the BSNL.....Any money so demanded not with standing any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under the bound 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.

We (Name of the bank) ..... Further agree that the guarantee here in contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the BSNL,.....under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till BSNL,..... certifies that the terms and condition of the said agreement s have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the bank) further agree with the BSNL..... That the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, ..... against the said contractor(s) and to for bear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL,..... Or any indulgence by the BSNL,.....to the said contractor(s) or by any such matter or thing whatsoever which under the law elating to sureties would, but for this provision effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier.

This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date .....

For .....

(Indicating the Name of the Bank)

**N.B.** This guarantee should be issued on non-judicial stamped paper Rs.100/-, or stamp in accordance with the Stamp Act.

**SECTION –IX**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING  
(To reach on.....or before date of bid opening)**

To

The AGM (HR &A),  
O/o CGMT,  
BSNL, NE-II Circle  
Dimapur

Sub;- Authorization for attending bid opening on ..... (date) in the  
tender of .....

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

- 1.
- 2.

Alternate Representative

Signature of bidder  
Or

Officer authorized to signed the bid  
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cased where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are able to attend.

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

**IT IS A SPECIMEN COPY.  
BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS  
PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING  
PROGRAMME.**

**SECTION –X**  
**AGREEMENT FOR VEHICLE HIRE**

The agreement is made on this day of ..... 2021 between M/s ..... (herein after called the transporter 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 Limited (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at 5<sup>th</sup> Floor, Sanchar Bhawan, 20, Ashoka Road, New Delhi and acting through its authorized official Shri....., at Office of Chief General Manager Telecom, BSNL,NE-II Circle, Dimapur. The transporter will provide commercial vehicles on hire basis for Bharat Sanchar Nigam Limited for official use on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The “Transporter” 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 Transporter shall during the period of this contract that is to say from ..... to..... or until this contract is determined by such notice as herein after mentioned , will provide commercial vehicles not older than January 2016 year model, on the rates accepted as described in schedule vide **Appendix-I** to this agreement. The transporter shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

2. The Authorities of BSNL indicated in **Appendix – I** shall place an order for their requirement on the official hire order form – **Appendix-II** ( herein after called **Hire Order**) and will receive acknowledgement from the Transporter for supply of vehicles. It is anticipated that the Transporter 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.

3. The Transporter agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of his agreement for vehicle hire and in the event of a conflict between these terms and the terms in the order, the terms of this agreement for vehicle hire shall prevail.

4. Transporter will provide vehicles to BSNL, not older than January 2016 model and taxes, insurance etc due on such vehicles shall be the liability of the Transporter.

5. The Transporter should provide the particular model or make of vehicle as agreed upon 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 Transporters nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the transporter is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage the vehicle from the open market and debit the expenditure on account of it on the claims payable to the Transporter.

6. Transporter will submit bills to the General section of the CGMT Office, BSNL,NE-II Circle, Dimapur, on monthly basis for a release of payment by BSNL.

7. The driver of the vehicle shall be provide with the duty slips by the transporter where Date, Time, KMs reading 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 transporter. Counting of distance will be from garage to garage, but chargeable distance in this respect shall not be more than 5 Kms in each way between user delivery address and the garage normal parking place.

8.If the transporter fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per **Clause 5 of Section III** of Tender document.

9. In the event of any mechanical failure/ break down of vehicle after its reporting to duty, the Transporter shall arrange for replacement by another commercial vehicle. Non compliance may attract penalty as **per Clause 9(i) of Section V** of tender document.

10. In the event of failure on the part of transporter to supply vehicles as mentioned in the preceding paragraph penalty as per **Clause 9(ii) of Section V** of tender document shall be imposed.

11. 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 Transporter. BSNL shall have no liability what so ever.

12. The tender document no. \_\_\_\_\_ dated \_\_\_\_\_, which is annexed to this agreement, as schedule "B" shall form part and parcel of this agreement and integral part of this agreement.

13. That Transporter is liable for any legal dispute/cases/ claims that have arisen or may arise during the currency of the agreement in respect of vehicles provide by transporter. BSNL will not be liable for any loss, damages, etc suffered/ to be suffered by Transporter or third party as the case may be.

14. 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 Transporter in writing. The Transporter without rising 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.

15. The Transporter shall also be liable for all fines and penalties, and the like of parking traffic and other criminal offences rising out of or concerning the use of the vehicle during the hire period and any toll charges or entry taxes payable locally and the transporter accordingly indemnifies the BSNL against all such liability.

16. The Transporter shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Transporter will also ensure that they will not supply the vehicle to the BSNL which are either owned by the employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-I A of Company. Act 1956 and **Section IV item (7) & (8)** of the Tender documents enclosed as Schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as **Appendix IV**.

17. In the event of any question, dispute, or difference arising under the agreement or in connection there with (except as to matter, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the ----- BSNL. 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 ( herein after referred to as the said officer) and if the..... or the said officer is unable or unwilling to act as such, than to sole arbitration of some other person appointed by CGM// PGM/ TDM or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act 1996.

18. If the Transporter institutes any legal proceedings against 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 Transporter has his registered office.

Signed : \_\_\_\_\_  
For and on behalf of the BSNL  
Name ( in Capitals):

\_\_\_\_\_

Position : \_\_\_\_\_  
Date : \_\_\_\_\_

In the presence of Witnesses

- 1.
- 2.

Signed : \_\_\_\_\_  
For and on behalf of the Transporter  
Name ( in Capitals):

\_\_\_\_\_

Position: \_\_\_\_\_  
Date. : \_\_\_\_\_

IN the presence of witnesses

- 1.
- 2.

**SECTION –XI**

**FINANCIAL BID (PRICE SCHEDULE) FORMAT**

(THE FINANCIAL BID (PRICE SCHEDULE) IS GIVEN IN SEPARATE EXCEL FILE IN E-TENDER WEBSITE. BIDDERS SHOULD DOWNLOAD, PROPERLY FILLED UP AND THEN UPLOAD THEIR FINANCIAL BID IN THE EXCEL FILE USING DSC)

NAME OF TENDER:		Hiring of 1(one) No. of light commercial vehicle (Bolero) for the office of the General Manager, (HR &Admin), BSNL, NE-II Circle, Dimapur.			
NAME OF THE BIDDER:					
It. No.	Description of item	Qty	Unit	Rate	Amount
1	Hiring charges of (Bolero) preferably not older than January 2016 year model (Non AC) for one year. (The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations, provision of diesel/ petrol for the vehicle, running and maintenance, parking facilities is the sole responsibility of the contractor )(The rate includes all charges including GST)				
	(a) upto 1000 km/month	12.00	Per month		
	(b) Extra Km run beyond 1000 km	400.00	Per KM		
	c)Extra detention beyond 10 hrs normal duty	60.00	Per hour		
	(d) Outstation night charge/halts	24.00	Per halt		

**APPENDIX-I**

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

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

**The list of Authorities**

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

Period of Contract: From ..... To .....

Name of SSA: Nagaland SSA

Name of Circle: North East II

Name of Unit	Address	No. of vehicles allotted for Hire	Monthly Hire Charges for vehicle	Make	Model Euro-I / II	Monthly contracted KMs

Signed: \_\_\_\_\_  
(on behalf of BSNL)

Name (capitals): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX-II**

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

**Hire Order**  
**(Only by specified authority)**

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

Agreement dated ..... between ..... (the Transporter ) and  
....., the authority (the BSNL)

**Order Details**

BSNL's Order No .....

Transporter's reference .....

Name of Hiring Unit .....

Name of Circle:- BSNL, NE\_II Circle, Dimapur

Name of SSA: Nagaland SSA

Designation of authority hiring .....

Delivery address.....

**Vehicle Details**

Make: ..... Model (Year of Manufacture).....

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

Any other details .....

**Hire Details**

Vehicle delivery date ..... Period of hire (months).....

Monthly hire charges Rs.....

Contracted monthly mileage .....Kms

Signed.....  
(on behalf of BSNL)

Name (capitals).....

Position .....

Date .....

**APPENDIX-III**

*(Certificate for Non-Participation of near relatives in the tender called for hiring light commercial vehicles )*

To,

The AGM (HR &A),  
O/o the CGMTD,  
BSNL NE-II Circle  
Dimapur

Sub: Near Relative Certificate

“I..... S/o .....  
R/o..... hereby certify that none of my  
near relative(s) of all Directors/Partners of M/s \_\_\_\_\_ as defined in the tender  
document is/are employed in BSNL unit where tender is being floated as per details given in tender document. In case at  
any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any  
action as deemed fit/without any prior intimation to me.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & Wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son’s wife (daughter-in-law) daughter’s husband (son-in-law), brother(s) wife, sister(s) & sister’s husband (brother-in-law)

Yours truly,

(Signature with seal)

For and on behalf of the Tenderer

Name (Capitals).....

Position .....

Date .....

**APPENDIX-IV**  
**AGREEMENT FOR VEHICLE**

**SHOULD BE ON NON-JUDICIAL STAMP PAPER AND DULY REGISTERED**

This agreement is made on this \_\_\_\_\_ day of 20.... between M/S \_\_\_\_\_  
\_\_\_\_\_ (herein after called the Service  
Provider whose term includes its successors and assignees) whose registered office is at  
\_\_\_\_\_ and is registered  
under \_\_\_\_\_ and acting through its  
authorized official Sh. \_\_\_\_\_

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 office of the Chief General Manager, BSNL, NE-II Circle, Dimapur, at Dimapur. The Service Provider will provide 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 vehicles **not older than January 2016 year model**, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III ( herein after called Hire order ) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older January 2016. Taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. 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

7. Service Provider will submit bills in accordance with Section-IV, Clause (16) of the Bid document to the \_\_\_\_\_ Section of \_\_\_\_\_, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 10 (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 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (20) of Section IV of Bid Document.

10. 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 (13) of Section III of Bid Document.

11. 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. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.

The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

12. 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.

13. The Bid Document No. - \_\_\_\_\_, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. 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.

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

16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the BSNL against all such liability.

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or 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.

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and clause 11(i) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (23 & 24) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (24.1) of Section-IV of Bid Document.

22. The KMs not used during a particular month in Plan-1 (monthly KMs slab) shall be carried over to the subsequent Three months and extra KMs if any traveled during these two months will be adjusted against these unused KMs.

23. PAYMENT INSULATION UNDERTAKING - The Service Provider undertake that I/We have sufficient capital resources to carry out operation and will make due payment to our firms labour/ employees assigned to execution of this tender of BSNL Civil Zone, Dimapur as per the law every month insulating it from payment from BSNL. The Service Provider also under take to perform in faithful & efficient manner the work of this tender without linking it to payment from BSNL.

24. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS -The **CGMT, BSNL NE-II Circle, Dimapur** reserves the right to accept or reject one, more than one or all the tender in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one month's notice in writing without assigning any reason. Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

25. DECLARATION - The Service Provider hereby declare that my/our firm has/have not been debarred from taking part in tender anywhere in any unit of BHARAT SANCHAR NAGAM LIMITED. I/We also declared that my/our firm is not under process of debarring by any unit of BSNL. The Service Provider is/are aware that any suppression of facts in this regards/ breach of this condition/ clause would result in immediate termination of contract/cancellation of the existing contracts and also forfeiting of my/our security deposit held by BSNL.

26. READINESS TO WORK ANYWHERE IN BSNL, NE-II Civil Zone UNDERTAKING - The Service Provider undertake that I/We are giving my/our consent for READINESS to work anywhere in BSNL, NE-II Civil Zone on the same terms and conditions.

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 CGM, BSNL, NE-II Circle, Dimapur of Bharat Sanchar Nigam limited (BSNL) 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 CGMT, BSNL, NE-II Circle, Dimapur 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 other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the. CGM, BSNL, NE-II Circle, Dimapur of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so

appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

28. 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.

29. 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.

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

31. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of : \_\_\_\_\_ (Name

of \_\_\_\_\_ Service Provider) \_\_\_\_\_ Address  
: \_\_\_\_\_ Tel : \_\_\_\_\_

Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_ And

\_\_\_\_\_ Name of the CGM / PGM / GM / TDM Bharat

\_\_\_\_\_ Sanchar Nigam Limited Address : \_\_\_\_\_

\_\_\_\_\_ Tel : \_\_\_\_\_ Fax :

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

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the BSNL For

and

For and on behalf of the Service Provider

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

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

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## APPENDIX-V CHECK LIST FOR BIDDER

- 1) The bid document should be downloaded and then uploaded using DSC.
- 2) The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
  - i. Bid Form (Section-VI)
  - ii. Certificate of non-participation by family members (Appendix-III)
- 3) The financial bid in excel format should be duly filled up and uploaded using DSC
- 4) Cost of Bid Document. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 5) EMD. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document
  
- 6) Documentary proof to show that the bidder is having previous experience in supplying hired vehicle to any Central / State Govt. organization or a Public Sector Undertaking, in the form of (a) copy of work order and (b) experience certificate issued by competent authority.
- 7) Proof of ownership of the vehicle or lease holding. (RC Book, in case of ownership OR RC book with lease deed agreement, in case of lease holding has to be submitted along with the bid.). The Lease Deed should be registered at Sub Registrar office. Proforma enclosed. (See **Appendix –IV**)
- 8) Valid vehicle insurance certificate
- 9) Valid vehicle Pollution certificate
  
- 10) Partnership deed or articles/memorandum of association, in case of Partnership/Company.
- 11) Power of Attorney, wherever required.
- 12) Copy of PAN Card of the Firm or Company or Owner.
- 13) Income Tax Clearance Certificate or AP ST certificate (in case of exemption)
- 15) A copy of valid GST REGISTRATION document and Registration number.
- 16) In case of MSE bidders, the following documents are to be submitted:-**
  - (a) Valid copy of Registration Certificate issued by MoMSME (UAM Registration Certificate)/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.**
  
  - (b) A copy of Udyog Aadhaar Memorandum (UAM).**

**NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.**