

Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprises)

e-TENDER DOCUMENT

NIT No.: 03/EE/BSNL/CD/ITN/2018-19

**TENDER FOR HIRING OF
VEHICLE FOR OFFICE OF SUB-DIVISIONAL
ENGINEER (CIVIL), BSNL, CIVIL SUB-
DIVISION, TINSUKIA**

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BHARAT SANCHAR NIGAM LIMITED

(A GOVT. OF INDIA ENTERPRISE)

OFFICE OF THE EXECUTIVE ENGINEER (C)

BSNL CIVIL DIVISION- ITANAGAR

P-SECTOR, ITANAGAR ARUNACHAL PRADESH-791111

OFFICE PH.NO.03862-228495

No 23(53)(1)/BSNL/CD/ITN/320

Dated: 04-05-2018

BRIEF PRESS NOTICE FOR e-TENDER

e-NIT NOe-NIT NO: (1) 01/EE/BSNL/CD/2018-19
(2) 02/EE/BSNL/CD/2018-19
(3) 03/EE/BSNL/CD/2018-19
(4) 04/EE/BSNL/CD/2018-19

The Executive Engineer (Civil), BSNL Civil Division, Itanagar invites online Item rate e-tender for the work

- (i) TENDER FOR HIRING OF VEHICLE FOR OFFICE OF SUB-DIVISIONAL ENGINEER (CIVIL), BSNL, CIVIL SUB-DIVISION NO-I, ITANAGAR.
- (ii) TENDER FOR HIRING OF VEHICLE FOR OFFICE OF SUB-DIVISIONAL ENGINEER (CIVIL), BSNL, CIVIL SUB-DIVISIO (NER)TEZPUR
- (iii) TENDER FOR HIRING OF VEHICLE FOR OFFICE OF SUB-DIVISIONAL ENGINEER (CIVIL), BSNL, CIVIL SUB-DIVISIO , TINSUKIA.
- (iv) Construction of RCC Retaining wall at back side of 70M Microwave Tower at Kharshingsa(A.P). ”

Interested bidders may obtain the e-tender documents from downloaded by visiting our website www.tenderwizard.com/BSNLKOL and www.ne2bsnl.co.in. This Tender is being received based on e-tendering system, manual offers,/bid for this tender will not be accepted in any circumstances, only electronic offer/bid shall be accepted.

Last date and time of submission of bid is upto 15.00Hrs on 14-05-2018

Executive Engineer (Civil)
BSNL Civil Division
Itanagar :A.P

GENERAL GUIDELINES

1. Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender or item rate tender .
2. BSNL W-6, Abridged form BSNL W 7/8, Schedules A to F, special conditions/specifications, Standard Form are available in downloadable manner from **BSNL website** www.ne2bsnl.co.in or http://www.tenderwizard.com/BSNL_KOL and the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedules A to F.
4. The intending tenderers will quote their rates in Schedule A.
5. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately uploaded for filling and submitting the same in the manner prescribed. The Schedules can be downloaded from www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL>
6. **The enlistment/qualification of the contractor should be valid on the date of submission of bids. In case the last date of submission of bid is extended the enlistment of contractor should be valid on the original date of submission of bids.**

NOTICE INVITING TENDER

No. 23(53) (1)/2018-19/319

Dated: 04/05/2018

The Executive Engineer (Civil), BSNL Civil Division-Itanagar invites for and on behalf of Bharat Sanchar Nigam Limited sealed item rate tenders from genuine individuals, Firms, Company and other interested parties for hiring vehicle such as ***Mahindra Scorpio/ Bolero/Tata Sumo/ Mahindra Xylo or equivalent not older than Jan 2016 year model*** from the prospective contractors recognized by the Department of Tourism, Govt. of India / State Govt. /Any other reputed public Institution / Body, having an experience in supplying commercial vehicles / cars for the last one year to any Central / State Govt. organization or a large Public sector Undertaking. The rates shall be exclusive of GST (SGST and IGST as per time to time guidelines of Central Govt.)

Schedule to the invitation of Tender

1. Tender No. **03/EE/BSNL/CD/ITN/2018-19**
3. Time and Date of depositing tender 15.00 Hrs. of * **14-05-2018**
4. Time and Date of opening of Tender/Tender 15.30 Hrs. of * **15-05-2018**
5. Minimum validity of Tender offer 30 days from the date of opening.
6. Services to be provided..... Hiring of one vehicle such as ***Mahindra Scorpio/ Bolero/Tata Sumo/ Mahindra Xylo or equivalent not older than Jan 2016 year model***
7. Demand of contract **One Year from the date of Award of contract** with an option of extension for a further period of 1(one) Year or more on the same rate, terms and conditions.
- 8.0 The intending bidder should submit his EMD, cost of bid documents and other documents (1) in the o/o the EE(c), Itanagar, Arunachal Pradesh and
- 8.1 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents along with Standard General Conditions of Contract Form can be seen on **BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL>** free of cost
- 9.0. After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 9.1 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
10. Earnest Money can be paid in the form demand draft or pay order of a scheduled bank issued in favour of **Accounts Officer(cash), O/o General Manager BSNL ,Arunachal Pradesh SSA, Itanagar** Payable at **Itanagar** . When amount of earnest money is more than Rs. 5 lakh, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.
- 10.1 **The intending bidder has to fill all the details such as Banker's name, Demand Draft or Pay Order Number , amount and date.**

(i) **Cost of Bid Document** - Demand draft Or Pay order amounting Rs. **671/- (Rupees Six Hundred Seventy One only)** drawn in favour of **Accounts Officer (cash), O/o General Manager BSNL ,ARP SSA, Itanagar payable at Itanagar**

(ii) **e-Tender Processing Fee** – Rs. **240/- (Rs Two hundred forty Only)** pay Through online only.

(iii) **EMD** – Demand draft or Pay order amounting Rs. **12000/- (Rs Twelve thousand only)** in the prescribed form as above.

10.2 Demand draft / pay order against EMD, Cost of Bid Document shall be placed in single sealed envelope superscribed as “**Earnest Money and Cost of Bid Document Fee**” with name of work and due date of opening of the bid also mentioned thereon.

10.3 Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelope marked as “**Other Documents**”.

10.4 Both the envelopes as above shall be placed in another envelope with due mention of Name of work, date & time of opening of bids and to be submitted(1) in the office of **Executive Engineer (Civil), BSNL Civil Division, Itanagar or** after last date & time of submission of bid and up to **15.00 Hrs on 14-05-2018**

10.5 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents placed in the envelope are found in order .

Time and date of opening of Bid will be intimated later.

10.6 The bid submitted shall become invalid and cost of bid shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including service tax registration/ VAT registration/ Sales Tax registration) as stipulated in the bid document.

(iii) if any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

10.7 In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

SECTION II

INSTRUCTIONS TO TENDERERS

SERVICE TO BE PROVIDED

1. Service to be provided are given in Section VI

2. Eligible Tenderers -

- (a) Tenderers should be recognized from the Department of tourism, Govt. of India / State Govt / any other Public Institution/Body.
- (b) The tenderer should own or on lease *sufficient vehicles (minimum *****one) of model not older than year Jan 2016 vehicle* registered as commercial vehicles in their names or Firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced when called for.
- (c) The tenderer shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of *model not older than Jan 2016*.

3. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of the tender. BSNL, in no case be responsible for this cost regardless of the conduct or outcome of the tendering process.

4. Tender Document -

4.1 Tender document includes

- a. Notice Inviting Tender
- b. Instruction to tenderers
- c. General condition (Commercial) of the contract.
- d. Special conditions of contract if any.
- e. Schedule of requirement and Hire charges.
- f. Services to be provided
- g. Tender form and price schedule
- h. Tender security form
- i. Performance Security Bond Form
- j. Letter of authorization to attend tender opening.

4.2 The tenderer is requested to examine all instructions, terms and specification in the Tender documents. Failure to furnish all information required as per Tender Documents or submission of the tenders not substantially responsive to the Tender Documents in every respect will be at the tenderer's risk and may result in rejection of the Tender.

4.3 A prospective tenderer requiring any clarification on the Tender document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of tender document which it receives not later than 3 days period to the date of opening of Tender.

5. Documents required to be submitted for establishing Tenderers Eligibility and Qualifications-

- i. The tenderer shall furnish the particulars of past performance with supporting documents.
- ii. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be, latest Annual Account in form /C6.
- iii. Latest income Tax clearance certificate (ITCC)
- iv. Valid and authenticated certificate from the Department of Tourism, Govt. of India/Nagaland State.

6. Amendment to tender document

- i) At any time, prior to the date of submission of tender, BSNL may, for reason whether at its own initiative or in response to a clarification required by a prospective tenderer, modify the tender documents by amendments.
- ii) The Amendments shall be notified in writing to all prospective tenderers and these amendments will be binding on them.

7. Documents comprising the tender

The tender prepared by the tenderer shall comprise the following components.

- a. Documentary evidence established in accordance with clause 2 that the tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
- b. Tender security furnished in accordance with clause 11
- c. A clause by clause compliance as per clause 10
- d. Tender Form and price schedule completed in accordance with clause 8 and 9.

8. Tender Form.

The tenderer shall complete the Tender Form and the appropriate price schedule furnished in the tender document covering the services to be rendered quality and price schedule as per Section-V

9. Tender Price –

- i) The supplier shall quote as per price schedule given in section V for all types of vehicles given in the schedule of requirement giving.

- ii) The price quoted by the tenderer shall remain fixed during entire period of contract & shall not be subject to variation on any account. A TENDER submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii) “Discount” or extra charges if any mentioned by the tenderers shall not be considered unless these are specially indicated in the price schedule.

10. Clause by clause compliance.

A clause by – clause compliance of service to be provided (SECTION VI), and special condition (SECTION IV) shall be given. In case of deviation a statement of deviation shall be given.

11. Tender Security

11.1 Pursuant to clause 6, the tenderer must deposit *Rs.12,000/- (Rupees Twelve Thousand Only) as Tender Security*. The Tender Security shall be in the form of Bank Guarantee valid for 90 days from the date of tender opening may be submitted in separate cover.

11.2 The successful tenderers security will be discharge upon the tenderers acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

11.3 The Tender Security may be forfeited :

- a) If tenderer withdraws his tender during the period of tender validity specified by the tenderer in the tender form.
- b) If the successful tenderer fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 2 of section III
 - iii) A tender not secured in accordance with para 11.1 shall be rejected by the BSNL as non-responsive at the tender opening state and returned to the tenderer unopened.
 - iv) The tender security of unsuccessful tenderer will be discharged/returned as early as possible but not later than 30 days after the expiry of the period of tender validity.

12. Format and signing of Tender. The tenderer shall prepare one complete set of original tender and one copy of the same clearly marking “original” and ‘copy’. In the event of any discrepancy, the original shall govern.

12.1 The original and copy of the tender shall be typed or printed and all pages numbered consecutively and shall be signed by the tenderer or a person duly authorized to bind the tenderer the contract.

12.2 The over writing /erasures in the tender made by the tenderer shall be signed by the person signing the tender.

13. Submission of tender.

- i) The tenders should be submitted duly sealed and addressed to the Executive Engineer (Civil), BSNL Civil Division-Itanagar and delivered in person on or before 15.00 hrs. of due date.

- ii) Any tender received after the dead line for submission of tenders shall be rejected and returned to the tenderer.

14. Tender Opening

BSNL shall open tenders in the presence of tenderers or their authorized representative who wish to be present at the time of opening of tenders on due date. Authorization letter to this effect shall be submitted by the tenderer before they are allowed to participate in tender opening (Format is given in section X).

15. Evaluation

15.1 BSNL shall evaluate the tenders to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether tenders are generally in order.

15.2 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 tender to the tender document. A substantially responsive tender is one, which confirms to all the terms and conditions of tender documents without material deviation. A tender determined as substantially non-responsive will be rejected by BSNL.

15.3 BSNL shall evaluate in detail and compare the substantially responsive tenders and comparison of tender shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the tender document.

16. Award of Contract

BSNL shall consider placement of letter of intent to those tenderers whose offers have been found technically, commercially and financially acceptable. The tenderer shall within 10 days of issue of letter of indent, give his acceptance along with performance security in conformity with section IX with the tender document.

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 services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

18. Signing of Contract

18.1 Signing of Agreement shall constitute the award hiring contract on the tenderer.

18.2 Upon the successful tenderer furnishing the Performance Security the BSNL shall discharge its tender security in pursuant to clause 11.

19. Annulment of Award.

Failure of the successful tenderer to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the tender security in which event BSNL may make the award to any other tenderer at the discretion of BSNL or call for new Tenders.

- (i) The Tender shall remain valid for 60 days after the date of opening of tenders. A tender valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A tenderer accepting the request of BSNL for an extension to the period of tender validity, in exceptional circumstances, will not be permitted to modify his tender.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. **Application**

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

2. **Performance Security**

2.1 The successful tenderer shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs. 5 lakhs within 2 weeks of conveying BSNL's intention for accepting the tender as Performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section IX of the tender document.

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

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

3. **EXECUTION TIME LIMIT**

3.1 The time period as stipulated in the contract or 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**

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

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

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

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

6. Termination for insolvency

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

- 7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under 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 Engineer(C) BSNL NE-II Civil Zone 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 theor by whatever designation such officers may be called (hereinafter referred to as the said officer) and if theor the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Chief Engineer (Civil), Dimapur or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The **venue of the arbitration proceeding shall be office of the C.E Civil 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 this contract may be appropriated by BSNL and set off the

same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Tenderers as 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 tenders is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the tenders will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such tenderers who have a record of not meeting contractual obligations against earlier contract into with BSNL.
4. BSNL reserves the right to blacklist a tenderer for a suitable period in case he fails to honour his tender without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {non-executive employees working in Dimapur & executive employees (also called Group-A & Group-B officers working in Dimapur 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) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & 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 unit of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all directors of the Company. Any breach of these conditions by the company or firm or any other person, the

tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. 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 he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and taxes etc. due on such vehicles shall be liability of the contractor.
12. The contractor shall sent the vehicle for periodical servicing at the cost of the contractor, BSNL will not play 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.
13. BSNL reserves right to counter offer price against price quoted by the tenderer.
14. The tenderer with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected tenderers. However, BSNL reserves the right for placement of full tendered quantity on the lowest tenderer.
15. Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to BSNL as and when demanded.
16. If in a month vehicle runs less kilometers than the stipulated Km in the Tender, than the remaining KM than the stipulated KM shall be adjusted in the next three month.

SECTION –V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

Sl. No.	Type of Vehicle/ Model	Job Description (Monthly Charges)	Hire Charges per vehicle (Rs.)		
			Unit Price	Levis/Taxes if any	Composite Price
01.	Mahindra Scorpio/Bole ro/Tata Sumo/Xylo and Equivalent	i) for 1500 Kms/month ii) Extra Hrs. detention iii) Extra KM iv) Outstation night charges...			

SECTION VI
SERVICES TO BE PROVIDED

1. Service Provision of vehicles with licensed drivers, registered vehicles on Hiring basis for running in NE-II region
2. Period of Contract Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period of one year or more if agreed by the contractor and BSNL on the same rate, terms and conditions and also on the satisfactory service being provided by the agency.
3. Quantity Estimated number of vehicles to be hired is one, however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. Duty Hrs. Ten hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.
5. Notice period I) For regular requirements one day in advance
II) Telephonic intimation shall be considered as notice.
6. Reporting Place ***Any place within the jurisdiction of SDE Civil Tinsukia*** Actual place of reporting shall be specified by user of vehicles.
7. Counting of Distance From garage to garage but chargeable distance in this respect shall not be more than 5 Kms In each way.
8. Accuracy of Meters. The meter reading should tally the actual distance of run at any Instant and authorized officer shall have full power to check up the Meter for its correctness and to take action accordingly.
9. Penalties I) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 100/- may be imposed in addition to deduction on pro-rate basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.200/- per break down shall be imposed.
II) In case of non-availability of vehicles penalty of Rs. 200/- Per day shall be imposed in addition to deduction at pro-rate basis for that day.
III) In case of non-availability of vehicles during extra hrs. Penalty of Rs. 100/- per occasion shall be imposed.

10. Special Requirements

- I) intending tenderer must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the tender.
- II) No vehicle should be supplied having registration in the name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
- III) Payment of any Govt. tax or duty for plying the vehicles in outside of the office jurisdiction will be liability of contractor.
- IV) Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.
- V) Intending tenderer should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through local Government offices.

SECTION VII
TENDER FORM

Tender No.23(53)(1 /TCD-ITN//2018-19/

Date: 04-05-2018

To:

The Executive Engineer (Civil),
BSNL Civil Division
Itanagar.

Dear Sir,

1. Having the conditions of contract and services to be provided Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Tender.
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 Tender is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to tender by this Tender for a period of 90 days from the date fixed for Tender opening and it shall remain binding upon us and may be accepted by time before the expiration of that period.
5. Until an agreement is signed and executed, this Tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Tender submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest or any tender, you may receive.

Dated thisday of2018.

Signature of

In capacity of

Duly authorized to sign the tender for and on behalf of

Witness.....

Address

Signature

**SECTION VIII
TENDER SECURITY FORM**

Whereas (hereafter called “the Tenderer”) has submitted its tender datedfor hiring contract of commercial vehicles tender No.....

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

THE CONDITION of the obligation are:

1. If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form, or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of Tender 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 Tenderers.

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

This guarantee will remain in force as specified in clause 10 of section II of Tender Document up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of witness
Name of Witness

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

SECTION IX

PERFORMANCE SECURITY BOND FORM

1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt
 (here in after called the said 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 contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of.....we, (name of the bank).....
 (here in after referred to as "the Bank") at the request of
 Contractor's do hereby undertake to pay to the BSNL,an amount of Not exceeding, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL,by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

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

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

4. We (name of the bank)further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL,under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL,.....certifies that the

terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL,..... that the BSNL,..... shall have the fullest liberty without consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL..... against the said contractor(s) and to for bear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, Or any indulgence by the BSNL,..... To the said 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or contractor(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated: _____

For _____
(Indicating the name of the Bank)

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

B.S.N.L.

(A Government of India Enterprise)
(Part of agreement for Vehicle hire)

The List of Authorities (Approved by Head of Circle/District/SSA)

Period of contract: FromTo

Name of SSA Name of Circle

Sl. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire charges per Vehicle	Make	Model Euro-I/II	Monthly Contracted KMs
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Signed
(On behalf of BSNL)
Name (Caps)
Position
Date

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING TENDER OPENING

(To reach on _____ or before date of tender opening)

To
The Executive Engineer (Civil),
BSNL Civil Division,
Itanagar,

Subject: Authorisation for attending tender opening on _____ (date) in the Tender of ____ -
_____.

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

Order of Preference	Name	Specimen signature
I.		
II.		

Alternate Representative

Signature of tenderer
Or
Officer authorized to sign the tender
Documents on behalf of the tenderer

- Note: 1. Maximum of two representatives will be permitted to attend tender opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where tenders are opened may be refused in case authorization as prescribed is not received.

B.S.N.L.
(A Government of India Enterprise)

Hire Order
(Only by specified authority)

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

Agreement datedbetween(the
Transporter) and, the Authority
(the BSNL)

Order details

BSNL's order numberTransporter's reference
.....

Name of Hiring unit

Name of SSA

Designation of authority hiring

Delivery address
.....

Vehicle details

MakeModel (year of manufacture)

Fuel usedHorse Power (cc)Euro I / II.....

Any other details

Hire details

Vehicle delivery dateperiod of hire (months)

Monthly hire charge Rs.....

Contracted monthly mileageKms.

Signed
(On behalf of BSNL)

Name (Caps)

Position

Date

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial Vehicles on Long Term use in SSA/Unit, vide No BSNL/ / /2012, Dt.....as required under Section IV, clause (8) of Tender-Documents)

CERTIFICATE

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

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

