

# **Bharat Sanchar Nigam Ltd.**

**(A Govt. of India Enterprises)**

## **BID DOCUMENT**

**NIT No.: 14/EE/BSNL/CD-DMP/2018-19**

**TENDER FOR HIRING OF NON-AC  
VEHICLE FOR OFFICE OF SUB-DIVISIONAL ENGINEER (C),  
BSNL, CIVIL SUB DIVISION, KOHIMA.**

**Price Rs. 590/- i/c 18% GST.**

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**Section I**  
**Bharat Sanchar Nigam Ltd.**  
(A Govt. of India Enterprise)

**NOTICE INVITING TENDER**

*No. 23(1) BSNL/CD-DMP/Hiring Veh/ 197*

*Dated: 31/07/2018*

The Executive Engineer (Civil), BSNL Civil Division, Walford, Dimapur invites for and on behalf of Bharat Sanchar Nigam Limited wax sealed item rate tenders from genuine individuals, Firms, Company and other interested parties for hiring vehicle such as ***Mahindra Scorpio/ Bolero/Ambassador Car/ not older than 2013 year model (Non-AC) for the office of Sub-Divisional Engineer(C), BSNL Civil Sub-Division, Kohima*** 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 two years to any Central / State Govt. organization or a large Public sector Undertaking.

**Schedule to the invitation of Tender**

- |    |  |  |
|----|--|--|
| 1. | Tender No.                                   | <b>08/EE/BSNL/CD-DMP/NIT/18-19</b>   |
| 2. | Time and last date for application of Tender | 16.00 Hrs. of <b>06-08-2018</b>  |
| 3. | Time and last date of issue of Bid Document  | 16.00 Hrs. of <b>07-08-2018</b>  |
| 4. | Time and Date of depositing tender/bid       | 15.00 Hrs. of <b>08-08-2018</b>  |
| 5. | Time and Date of opening of Tender/Bid       | 15.30 Hrs. of <b>08-08-2018</b>  |
| 6. | Minimum validity of Tender offer             | 30 days from the date of opening.  |
| 7. | Services to be provided.....                 | Hiring of one vehicle such as <b><i>Mahindra Scorpio/ Bolero/Ambassador Car/ Mahindra Xylo not older than 2013 year model</i></b>                                |
| 8. | Demand of contract .....                     | <b>One Year from the date of Award of contract</b><br>with an option of extension for a further period of<br>1(one) Year on the same rate, terms and conditions. |

9. Intending eligible bidders may apply for Bid Document from the O/o EE (Civil), BSNL Civil Division, Dimapur on all working days up to 16.00 hrs. of **06-08-2018**, on Payment of Rs. 590/-i/c 18% GST (Rupees five Hundred ninety i/c GST One Eight percent only) (non refundable) The cost of tender document is payable either by cash or by Demand Draft in favour of Accounts Officer(Cash) O/o GMTD,BSNL, Nagaland SSA, Dimapur . The Bid Document shall be issued on **07-08-2018 upto 16.00 Hrs.** at the O/o the Executive Engineer (Civil), BSNL Civil Division, Dimapur. The tender document can also be downloaded from our website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in). Completed tenders will be received in the office of the Executive Engineer(C) BSNL Civil division, Dimapur upto 15.00 Hrs. on **08-08-2018** and will be opened at or after 15.30 hrs on the same day in the presence of the intending tenderers. Bidders shall have to deposit Earnest Money Deposit of **Rs. 10,000/-** (Rupees Ten Thousand only) as Bid Security in the form of Demand Draft / Banker's cheque along with the tender drawn on any scheduled bank in favour of Accounts Officer (Cash) office of GMTD, BSNL, Nagaland SSA, Dimapur along with tender.

- 9.1. "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed enveloped-1. marked "Earnest Money plus cost of Tender and eligibility credentials:."
- 9.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender".

9.3 The sealed enveloped no 1&2 as above containing “Earnest Money plus cost of Tender, Eligibility Credentials”, and the “Tender” shall be placed in another sealed enveloped-3.

All the three envelopes shall be superscripted with following data on it.

- (i) Name of work.
  - (ii) Name of tenderer.
  - (iii) Last date of receipt of tender.
10. The tender in which rates are to be quoted should be properly bound and wax sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected outrightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
  11. The tender of contractor who do not deposit the EMD in the above manner shall not be opened.
  12. The tender papers shall not be issued by post and tender will not be received by post.
  13. In case of any discrepancies found between the directly downloaded tender from website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) in and the tender issued by this office, the contents of the tender issued by this shall be treated as valid and final.
  14. It may be noted that conditional tenders or tenders with conditional rebates shall be summarily rejected.
  15. Valid Registration for GST is mandatory for all intending tenderers.

Please visit our website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) for further details of this tender.

**Executive Engineer (Civil)**  
**BSNL Civil Division**  
**Dimapur**

Copy to :-

1. The Chief Engineer(Civil), BSNL, NE-II Civil Zone, Dimapur.
2. The GMTD, BSNL Nagaland SSA, Dimapur.
3. The Jt. Chief Engineer(Civil), BSNL, NE-II Civil Circle, Dimapur.
4. The AGM(IT),O/o the CGMT, NE-II Circle, Dimapur.
5. The Accounts Officer(Claims) O/o GMTD, BSNL Nagaland SSA, Dimapur
6. The Sub-Divisional Engineer(Civil), BSNL Civil Sub-Division-I,II,III, Dimapur & Kohima.
7. Notice Board.
8. Concerned file.

Executive Engineer (Civil)  
BSNL Civil Division,  
Dimapur.

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### SERVICE TO BE PROVIDED

1. Service to be provided are given in Section VI
2. **Eligible Bidders** -
  - (a) Bidders should be recognized from the Department of tourism, Govt. of India / State Govt / any other Public Institution/Body.
  - (b) The bidder should own or on lease *sufficient vehicles (minimum \*\*\*\*\*one ) of model not older than year 2013 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 bidder 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 2013*
  - (d) The bidder shall have experience of minimum period of 2 years for similar type of contract of supplying not less than one year cars to Govt. organization or any large Public Sector Undertaking.

#### 3. **Cost of Bidding**

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

#### 4. **Bid Document** -

##### 4.1 Bid document includes

- a. Notice Inviting Tender
- b. Instruction to bidders
- 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. Bid form and price schedule
- h. Bid security form
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening.

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

4.3 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid 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 Bidders Eligibility and Qualifications-

- i. The bidder 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 bid document**

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

**7. Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components.

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

**8. Bid Form.**

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered quality and price schedule as per Section-V

## 9. Bid 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 bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii) “Discount” or extra charges if any mentioned by the bidders 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. Bid Security

11.1 Pursuant to clause 6, the bidder must deposit **Rs.10,000/- (Rupees Ten Thousand Only) as Bid Security**. The Bid 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 bidders security will be discharge upon the bidders acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

### 11.3 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
  - i) to sign contract in accordance with clause 18
  - ii) to furnish performance security in accordance with clause 2 of section III
  - iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.
  - iv) 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.

**12. Format and signing of Bid.** The bidder shall prepare one complete set of original bid 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 bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.

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

**13. Submission of bid.**

- i) The bids should be submitted duly sealed and addressed to the Executive Engineer (Civil), BSNL Civil Division-I, Dimapur and delivered in person on or before 15.00 hrs. of due date.
- ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

**14. Bid Opening**

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

**15. Evaluation**

- 15.1 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.
- 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 bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 15.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bid 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 bid document.

**16. Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of indent, give his acceptance along with performance security in conformity with section IX with the bid 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 bidder.
- 18.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 11.



**19. Annulment of Award.**

Failure of the successful bidder to comply with the requirement of clause 18 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.

- (i) The Bid shall remain valid for 90 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 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

- 2.1 The successful bidder 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 bid 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 bid 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 bidder 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 Superintending Engineer(C) BSNL NE-II Civil 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 .....or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the .....or 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 S.E Civil Dimapur** at .....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 Bidders 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 bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract into with BSNL.
4. BSNL reserves the right to blacklist 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, 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 bidder.
14. The bidder 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 bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
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 an when demanded.

**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	i) for 1500 Kms/month ..... ii) Extra Hrs. detention ..... iii) Extra KM ..... iv) Outstation night charges...			
02.	Bolero	i) for 1500 Kms/month ..... ii) Extra Hrs. detention ..... iii) Extra KM ..... iv) Outstation night charges...			
03.	Ambassador car	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 upto one year if agreed by the contractor and BSNL on the same rate, terms and conditions.
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 BSNL Civil Zone, Dimapur.***  
Actual place of reporting shall be specified by users 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 bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.

- 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 bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through local Government offices.



**SECTION VII**  
**BID FORM**

*Tender No.14/ EE/ BSNL/CD-DMP/2018-19*

*Date: 31-08-2018*

To:  
The Executive Engineer (Civil),  
BSNL Civil Division,  
Dimapur

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 Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid 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 Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....2012.

Signature of

In capacity of

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

Witness.....

Address .....

Signature

**SECTION VIII**  
**BID SECURITY FORM**

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

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

THE CONDITION of the obligation are:

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 instructions to Bidders.

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

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

Signature of witness  
Name of Witness  
Address of Witness

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

## 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: From .....To .....

Name of SSA ..... Name of Circle .....

Sl. No.	Name of Unit	Address	No. of Vehicles Allotted for Hire	Monthly Hire charges per Vehicle	Make	Model Euro-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 BID OPENING**

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

To  
The Executive Engineer (Civil),  
BSNL Civil Division,  
Dimapur.797 112,  
Nagaland

Subject: Authorisation for attending bid opening on \_\_\_\_\_ (date) in the Tender of \_\_\_\_-  
\_\_\_\_\_.

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

Order of Preference	Name	Specimen signature
I.		
II.		

Alternate Representative

Signature of bidder

Or

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

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids 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 dated .....between .....(the  
Transporter) and ....., the Authority  
(the BSNL)

**Order details**

BSNL's order number .....Transporter's reference  
.....

Name of Hiring unit .....

Name of SSA .....

Designation of authority hiring .....

Delivery address .....  
.....

**Vehicle details**

Make .....Model (year of manufacture) .....

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

Any other details .....

**Hire details**

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

Monthly hire charge Rs.....

Contracted monthly mileage .....Kms.

Signed .....  
(On behalf of BSNL)

Name (Caps) .....

Position .....

Date .....

(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 Bid-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 .....