



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

OFFICE OF THE EXECUTIVE ENGINEER ,

BSNL CIVIL DIVISION

ITANAGAR, ARUNACHAL PRADESH - 791 111

Tender

Hiring of Light Commercial Vehicle for Supervision of 4G saturation project at Namsai H/Q in Arunachal Pradesh SSA

NIT No :- 13/EE/BSNL/CD-ITN/2023-24

Dated 07.11.2023

DUE DATE OF OPENING: 16.11.2023

VALIDITY OF OFFER: 30 DAYS FROM DATE OF OPENING

Cost of Bid document: Rs. 590/- (Incl. 18% GST)

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SECTION I

NOTICE INVITING e-TENDER

No.23(53)(01)/TCD-ITN/2023-24/138

Date: 07.11.2023

On behalf of BSNL, the Executive Engineer (C) , BSNL Civil Division, Arunachal Pradesh , Itanagar-791111 invite e-Tenders for hiring of light commercial vehicles such as Non AC SUV, of the year 2021 year model or later from the prospective contractors having not less than 1 vehicles and experience in supplying commercial vehicles for the last one year or more to any Central / State Govt. organization or a Public Sector Undertaking.

Sr No.	Locations of Service	Total Number of Vehicles	Type of Vehicles	Estimated Value of work (6 months) in Rs	EMD (in INR) @2%	ePBG @3%
1	Tezu, Namsai, Tirap, Changlang, Longding, Anjaw	1	M&M Bolero/ Scorpio or equivalent approved utility pick up Vehicle	343261.00	6865.00	10298.00

Name of Tender	Hiring of Light Commercial Vehicle for supervision of 4G saturation project at Namsai H/Q in Arunachal Pradesh SSA	
Quantity	1 No.	
Duration of Contract	6 (Six) Months with an option for extension as required and approval.	
e-Tender No. and Date	13/EE/BSNL/CD-ITN/2023-24	Date: 07.11.2023
Estimated Cost	Rs. 3,43,261.00 (Rupees Three Lacs Forty-Three Thousand Two Hundred Sixty-One Only) per Annum.	
Cost of Bid Document	Rs.590/- (Rupees Five Hundred Ninety Only) incl.18% GST	
EMD	Rs.6,865/- (Rupees Six Thousand Eight Hundred Sixty-Five Only)	
Tender Processing fee	As per norms of e-Tendering website	
Bid/Document Downloading/Uploading	Start Date: 07.11.2023	End Date: 14.11.2023
	Start Time: 1300 Hrs	End Time: 1459 Hrs
Tender Closing Date and Time	Closing Date: 14.11.2023	Closing Time: 1500 Hrs
Date and Time of Opening of Tender (Technical Bid)	Date: 16.11.2023 Venue: Office of the Executive Engineer (Civil) BSNL Civil Division, Itanagar.	Time: 1530 Hrs
Date and Time of the Opening of Financial Bid	To be intimated later.	

The interested bidder may visit <https://etenders.gov.in/eprocure/app> to participate in the e-tender.

Sd/-
Executive Engineer (C)
BSNL Civil Division, Itanagar,
Arunachal Pradesh

TECHNICAL QUALIFICATION CRITERIA

Sl. No.	Documents to be uploaded by the bidder:-
1	EMD payment details (Self attested proof of transaction/UTR No. receipt or scanned copy of Demand Draft). Original copy of DD shall be submitted offline.
2	Valid Trading License or Certificate of Incorporation.
3	PAN Card
4	GST Registration No.
5	Audited Balance sheet along with Profit and Loss statement for FY: 2020-21, 2021-22 & 2022-23 clearly indicating the combined turnover of Rs. 5 Lakhs/- during the last 3 FY years. CA Certificate must be attached.
6	Documentary proof to show that the bidder is having previous experience of one year or more in executing similar work by submitting :- (a) Experience certificate issued by competent authority clearly showing the number, type of vehicles, and period of supply by the contractor. (b) Copy of Work Order.
7	Partnership deed or articles/memorandum of association, in case of Partnership/Company.
8	Power of Attorney, wherever required.
9	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.
10	Micro and Small Enterprises (MSE) bidder should submit valid Registration Certificate with MoMSEM (Udyam Registration Certificate is to be uploaded)
11	Bid Form (as in Section – V)
12	No Near Relative Certificate (as in Appendix – III)
13	Deed of Lease Agreement (as in Appendix – IV)
14	Vehicle Fleet details of the Firm (as in Appendix – V)

SECTION II

SCOPE OF THE WORK

1. Eligible Bidders:

- a. Bidder should have permission to operate hired/tour & travel vehicle by State Govt./Central Govt.
- b. The bidder should own or have on lease, sufficient vehicles (minimum 2 nos.) of M&M Bolero/Scorpio/utility pick up Vehicle or similar vehicle of model not older than year 2021 in good condition. The vehicles should be registered as commercial vehicles in their names i.e. the bidder or Firm's name. 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**)
- 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 2022 (year).

2. 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 in website, 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.

3. Bid Price:

- 8.1 The bidder shall give the total composite rate inclusive of all levies & taxes inclusive of GST.
- 8.2 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.

4. Earnest Money Deposit (EMD):

- (a) EMD of value as given above is to be deposited through electronic mode of payment such as NEFT/RTGS. Alternatively, Bidders can submit Demand Draft (DD) which shall be drawn from any Nationalized / Scheduled Bank in favor of "AO(Cash), O/o the GMTD, BSNL, Itanagar", payable at SBI Itanagar.

Online Submission:-

Bidder has to submit the scanned copy of self-attested proof of transaction/UTR No.or scanned copy of Demand Draft for the EMD amount.

Offline Submission:-

Also, Original copy of Demand Draft is to be sent to the office of the General Manager, BSNL, Itanagar on or before the stipulated date and time, failing which tender of bidder will be summarily rejected. Any postal delay will not be entertained.

- (b) EMD of the bidders who fails to qualify in the Pre-Qualification / Technical Bid shall be refunded immediately.

- (c) The EMD will be forfeited under the following conditions:-

- i) If any bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- ii) The EMD will be forfeited if the contractor fails to comply with any terms and Condition of this bid document without prejudice to other right of BSNL under this contract.
- iii) The EMD shall be forfeited if the bidder fails to furnish the security deposit by due date.

- iv) Any bidder who does not accept the offer after its award in their favour would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 2 (two) years.
- v) If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 2 (two) years apart from any other appropriate / legal action.

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

5.1 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of EMD of the Bid.

5.2 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.

5.3 Any MSE registered bidders stated in 5.1 & 5.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the UAM Registration Certificate

5.4 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.

5.5 MSE/MSME bidders will be given relaxation in prior turnover and experience criteria during the tender process.

6. Bid Evaluation:

- 14.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.
- 14.2 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.
- 14.3 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.
- 14.4 The evaluation committee may cross verify the documents submitted by bidder with the issuing authority, in case of any need.
- 14.5 The evaluation will be done for each zone separately.

7. Award of Contract:

- 7.1 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 (15) days of issue of advance purchase order, give his acceptance along with performance security in conformity with **Section VI** with the bid document.
- 7.2 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.
- 7.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

8. Right to vary quantities:

8.1 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.

8.2 Validity of the Tender will remained operation for a period of 6 months from the date of signing of the agreement. It may be extended for another 6 months as per decision of the Executive engineer (Civil).

9. 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.

10. Signing of Contract:

(i) Signing of Agreement shall constitute the award of contract on the bidder.

(ii) Upon the successful bidder furnishing the performance security, the BSNL shall release the bid security amount.

11. Annulment of Award:

Failure of the successful bidder to comply with the requirement of **Clause 7** 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.

12. Period of validity of bids:

(i) The bid shall remain valid for 30 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.

13. Performance Security:

13.1 The successful bidder shall be required to deposit an amount equal to 3% 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. The earnest money deposited at the time of bidding, can be treated as a part of the Security Deposit.

13.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs.50/- or more as desired by Bank) issued by a scheduled bank or DD/FD.

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

13.4 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.

14. Payment Terms:

14.1 No advance payment shall be paid to the contractor. However, the Contractor shall submit his/her Monthly hire in duplicate along with trip sheets duly filled in and signed by the User or authorized representative for necessary payment.

14.2 In the event of any dispute on this account, the decision of BSNL shall be final and binding on the Contractor.

15. Mode of Measurement for payment:

15.1 Kilometer run will be calculated from authenticated Log Book of vehicle where it is recorded from Odometer of vehicle.

15.2 While computing the distance in KMs, the distance covered for taking the vehicle for repair, RTO passing etc. will not be taken into consideration i.e. the number of KMs that are covered furtherance of performing the scheduled duty will not be taken into consideration.

15.3 BSNL shall pay charges for extra KM & extra Hours as applicable at fixed rate during the currency of contract as per agreement for Monthly Basis Cab & Taxi Hiring Services conditions.

- 15.4 The balance KM in a month may be carry forward to subsequent months for adjustments in extra KM.
- 15.5 If, vehicles required for outstation, the Toll tax, parking charges will be extra as per actual subject to documentary proof.
- 15.6 During the contract period, BSNL reserve the right to use the vehicles up to 2000 Km per month per vehicle with payment for the extra KM or extra hours charges.

16. Termination of Contract:

- 16.1 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 there of granted by BSNL.
- (b) If the contractor fails to perform any other obligation(s) under the contract.
- 16.2 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.

17. Penalty for breach of terms and conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of the Executive Engineer (Civil) civil division, Arunachal Pradesh BA, Itanagar would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 2021 Model.
- (vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

18. 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.

19. 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 there of, neither party shall by reason of such events be entitled 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.

20. Arbitration:

20.1 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 Executive Engineer, BSNL Civil division, Itanagar, Arunachal Pradesh. 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 Executive Engineer, BSNL Civil division, Itanagar, Arunachal Pradesh or by what ever designation such officers may be called (herein after referred to as the said officer) and if the Executive Engineer, BSNL Civil division, Itanagar, Arunachal Pradesh or the said officer is unable or unwilling to act as such than to the sole arbitration of some other person appointed by the Superintending Engineer (Civil), BSNL Civil NE-II Circle, Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

20.2 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.

20.3 The venue of the arbitration proceeding shall be Office of Executive Engineer, BSNL Civil division, Itanagar, Arunachal Pradesh at Itanagar or such other place as the arbitrator may decide.

21. 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.

22. Court Jurisdiction:

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

23. All other relevant Terms & conditions as enumerated in the ARP-BA, BSNL tender through agreement for monthly Basis Cab & Taxi Hiring Services conditions, shall also apply, which shall be part of this agreement.

24. Contract Agreement:

The Bid, Additional Terms & Conditions of contract as specified above and Award Letter/Work order/ placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the BSNL. The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs. 100/- as per BSNL format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

25. Quoting of Rates:

The Bidder shall quote the rates for satisfactory fulfillment of contract, which shall be:-

Inclusive of:-

- a) Fuel, Maintenance Cost, Road Tax, Insurance, Fitness, PUC Certificate, Fitment of Speed Governor, Anti-collision Light etc.
- b) Driver Cost (Current Minimum Wages of drivers, as stipulated by the State / Central Govt. whichever is higher),
- c) Charges for obtaining Police Verification Certificate, Vehicle Entry Pass, etc.
- d) Contractor profits, Cost of Supervisor, Stationary, Administrative work, Cost of Log Books / Trip Sheets etc.
- e) GST as applicable.

SECTION III

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**.
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 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 ARP SSA (name of unit) and executive employees (also called Group A and Group B officers working in ARP SSA (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 bid document.
11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and all taxes etc due on such vehicles shall be liability of the contractor.
12. The contractor shall send 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.
13. 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 to provide new vehicle in his own interest.
14. 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.
15. BSNL reserves the right to counter offer price against price quoted by the bidder.
16. 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.
17. 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.
 18. If the limit of 1200 KM, is not covered in the current month, the balance Km will be carried over to the next month progressively.
 19. 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.
 20. 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.
 21. The bidder may quote for anyone or all type of vehicle as per the detail given in financial bid
 22. The evaluation of the lowest bidder will be done separately for each zone.
 23. 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.
 24. 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.
 25. In case of outstation tour/journey, it will be the responsibility of contractor to arrange for the fooding and lodging of the driver.
 26. BSNL shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicle / property / death / bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third party claim. The contractor shall indemnify BSNL against any such claim / compensation.
 27. Purchase preference to Central Public Sector undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
 28. Corrigendum, Clarifications, Modifications in bidding dates etc shall be communicated only through GeM portal.

SECTION –IV

SERVICES TO BE PROVIDED

1. **Service** Provision of Commercial vehicles with Licensed Driver and Registered **Commercial** vehicles on hiring basis for running in Arunachal Pradesh. 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 6(Six) months from date of issue of work order. However, contract may be extended for further period upto one year on the same rate, terms and conditions at the discretion of Executive Engineer, BSNL Civil division, Itanagar. 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 (One) nos. However, it should be clearly noted that BSNL, shall place the order only as per the actual requirement from time to time.
(b) The vehicle may be ordered on daily basis or short term period also as per the requirement of field.
4. **Duty Hrs** 10 hrs per day on all days of month except Sundays. However, actual users of vehicles shall specify actual duty hrs.
5. **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.
6. **Reporting Place** Any place within the jurisdiction of the Arunachal Pradesh SSA. 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 2 Km 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** 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/- 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.
10. **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 –V

BID FORM

Dear Sir,

1. Having read the condition of contract and service to be provided for hiring of vehicle in BSNL, Arunachal Pradesh, 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 two 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 **3%** 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 biding 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 thisDay of2023

Signature of

In capacity of

Duly authorized to signed the bid for and on behalf of

Witness.....

Address

Signature.

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 ofwe, (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 exceedingagainst 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 BSNLreason 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 biding 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 –VII
SAMPLE AGREEMENT COPY FOR VEHICLE HIRE

The agreement is made on this day of 2019 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 5th Floor, Sanchar Bhawan, 20, Ashoka Road, New Delhi and acting through its authorized official Shri....., at Office of General Manager Telecom, BSNL, Arunachal Pradesh Telecom SSA Office at Itanagar . 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 2021 year model, on the rates accepted as described in schedule vide **Appendix-I** to this agreement. It is agreed by the transporter that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.

2. The transporter 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 – 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.

4. 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.

5. Transporter will provide vehicles to BSNL, not older than 2021 model and registered for commercial purposes only and taxes, insurance etc due on such vehicles shall be the liability of the Transporter.

6. 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.

7. Transporter will submit bills to the Establishment Section of the GMTD Office, BSNL, Itanagar, on monthly basis for a release of payment by BSNL.

8. 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.

9.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 16 of Section II** of Tender document.

10. 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 IV** of tender document.

11. 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 IV** of tender document shall be imposed.

12. In case of any accident resulting in loss or damage to property of life, the soul responsibility for any legal or financial implication would vest with the Transporter. BSNL shall have no liability what so ever.

13. 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.

14. 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.

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 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.

16. 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.

17. 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 III item (7) & (8)** of the bid documents enclosed as Schedule “B’ to this agreement. A certificate to this effect is annexed to this agreement as **Appendix III**.

18. 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.

19. 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):

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

Position : _____
Date : _____

Position: _____
Date. : _____

In the presence of Witnesses

IN the presence of witnesses

- 1.
- 2.

- 1.
- 2.

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: Arunachal Pradesh 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 SSA: Arunachal Pradesh (ARP SSA)

Designation of authority hiring

Delivery address.....

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

(Certificate for Non-Participation of near relatives in the tender called for hiring light commercial vehicles on long term use in Arunachal Pradesh SSA vide GeM Bid No. _____ Dated _____)

To,
The AGM (Plg), O/o the GMTD, BSNL
Itanagar-791111

Sir,
Sub: No Near Relative Certificate

Ref: GeM BID No. _____ Dated _____

“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

SHOULD BE ON NON-JUDICIAL STAMP PAPER AND DULY REGISTERED

DEED OF LEASE AGREEMENT

This DEED OF LEASE AGREEMENT is made on this the _____ at

BETWEEN

_____ (hereinafter refer to the LESSOR) of the first part.

AND

_____ (hereinafter refer to the LESSEE which expression shall include her heir agent, successor and any person whomsoever claiming through her) of the second part.

AND WHEREAS; the LESSOR is absolute owner of the mention vehicle and which is free from all encumbrances whatsoever.

AND WHEREAS; on being approached by the LESSOR, the LESSOR has decided to let out the vehicle on lease to the LESSEE for the period of _____ years style on monthly rental basis as follows w. e. f _____

NOW THEREFORE this Lease deed witnesses as follow:

1. That, the LESSOR handover the below mention vehicle to LESSEE.

Sl. No.	Type of Vehicle	Make	No.	Hire Amount	Remarks
---------	-----------------	------	-----	-------------	---------

2. That, is consideration of the lease deed, the LESSEE hereby paid an advance amount as security money of one month rent to the LESSOR which will released after completion of assignment to LESSEE.
3. That, the LESSOR hereby handover the said vehicle to the LESSEE by way of lease for a period of _____ year w.e.f _____
4. That, the LESSEE shall pay the monthly rent on or before _____ every month. However on event of some unavoidable circumstance the date of payment may be relaxed for the maximum period of five days.
5. That, the LESSEE shall employ driver of the said vehicle of his own risk.
6. That, the LESSEE shall bear the maintenance cost of the said vehicle upto _____ at a time. If the cost of any wear and tear (maintenance) of the said vehicle rise more than that the LESSOR shall bear it.

7. That, on event of non functioning of the said vehicle owing to mechanical defect, the LESSEE shall inform the matter to the LESSOR and the LESSOR shall replace with another machine if so required.
8. That, event of breach/violation of the aforementioned terms and conditions, the grieved party may approach the competent authority for legal remedy within the jurisdiction of Papum pare, Arunachal Pradesh.

IN WITNESSES WHEREOF, the parties of the deed have put their respective hands on the _____

Name and Address
(LESSOR)

WITNESS:-

1.

2.

Name and Address
(LESSEE)

APPENDIX-V

VEHICLE FLEET DETAILS OF THE FIRM

Sl. No.	Description	Vehicle Sl. No. 1	Vehicle Sl. No. 2	Vehicle Sl. No. 3	Vehicle Sl. No. 4
<u>1</u>	Vehicle Details				
<u>2</u>	Registration Number				
<u>3</u>	Model/Yr. of Manufacture				
<u>4</u>	Road Tax Paid up to				
<u>5</u>	Insurance valid up to				
<u>6</u>	Fitness valid up to (if applicable)				
<u>7</u>	PUC valid up to				
<u>8</u>	Permit valid up to				
<u>9</u>	Name of Owner				
<u>10</u>	Power of Attorney (if not in the name of tenderer)				

NOTE:- Copies of valid RC, Road tax, Insurance documents, Fitness, PUC, Permit & POA (if applicable) in support all the vehicles as mentioned above has to be uploaded online.

Schedule of Quantities

Name of Work: Hiring of Light Commercial Vehicle for Supervision of 4G saturation project at Namsai H/Q in Arunachal Pradesh SSA

Sr No	Description of items	Unit	Rate (Rs. i/c GST)
1	Supply of M&M -Bolero or Scorpio or equivalent commercial vehicle	Per Month	
2	Extra hours detention period beyond normal duty period of 10 hours	Per Hour	
3	Extra beyond 1200 km	Per Km	
4	Extra for outstation noight halt charges	Per Night	