

E-TENDER FOR HIRING OF VEHICLES  
BHARAT SANCHAR NIGAM LIMITED  
O/o PGM, BROADBAND NETWORKS,  
BANGALORE -05

**Tender form available at : [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)**

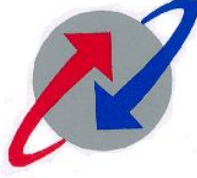
**Last date& Time of submission : 13:00 hrs on 28/08/2018**

**Date &Time of Opening : 15:00 hrs on 28/08/2018**

BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India enterprise)  
O/o PGM, BROADBAND  
NETWORKS,  
BANGALORE -05

# Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)



Office of the Principal General Manager, Broadband Network Circle, 5<sup>th</sup> Floor, Bengaluru East Telephone Exchange, Lazar Road, Frazer Town, Bengaluru – 560 005.

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No. BSNL/BBNW/PGMNOC/Vehicle Tender/2018-19/01 Dated: 06/08/2018

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## **Section I** **NOTICE INVITING TENDER**

On behalf of the Chairman & Managing Director, Bharat Sanchar Nigam Limited, e-tenders are invited for the supply of hired Vehicles for use of Office of the Principal General Manager, Broadband Network Circle, Bengaluru up to 13- 00 hrs. on 28/08/2018 for hiring of commercial vehicles NON- AC, SEDAN, Swift Dzire, Indigo, Innova, Honda city or equivalent AND A/C SEDAN or equivalent models not older than 2015 year model from the registered travel agencies having not less than 3 vehicles in the name of the firm or its partners.

Estimate cost of Tender is Rs.18, 10,000/-

Further, EMD of Rs.36, 200/- (Thirty six thousand two hundred only) may be submitted offline in the sealed envelope either in person or by post in scheduled time. The DD drawn in favour of Internal Financial Advisor, BBNW, New Delhi, payable at New Delhi.

The Bid document price of Rs.500+GST (18%) = 590/- (non-refundable) DD drawn in favour of Internal Financial Advisor, BBNW, New Delhi at the time of submission of tender.

Successful bidder has to submit 5% of the estimated cost as Bank guarantee during the time of agreement.

The tenders will be opened at 15.00 Hrs on 28/08/2018.

The terms and conditions are enclosed.

Divisional Engineer (Admn.)  
O/o the Principal General Manager,  
BBNW Circle, 5<sup>th</sup> Floor,  
BG (E) Telephone Exchange,  
Lazar Road, Frazer Town,  
Bengaluru – 560 005.

Ph. No. 080-25464004 (O)/ Fax No. 080-25808880

Signature of the tenderer

SECTION II  
INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Service to be provided: Given in Section VI

2. Eligibility criteria for bidders

- 2.1 The bidder should provide diesel/petrol driven commercial vehicles on hire such as NON- AC, SEDAN, Swift Dzire, Indigo, Innova, Honda city or equivalent AND A/C SEDAN or equivalent models having valid permits.
- 2.2 The bidder should have at least 02 years' experience in hiring of vehicles preferably with government/public sector or reputed private limited companies/firms.
- 2.3 The bidder should own sufficient number of commercially registered vehicle as taxis not less than 03 with permit from RTOs in the name of proprietor/company/partner firm/ Direct not older than 02 years as on 01.01.2017. The full details of the vehicle and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 01.01.2015 shall be provided.
- 2.4 Financial turnover of the bidder should be at least 25 Laksh during the last 02 financial year (2015-2016 and 2016-2017) put together. This should be supported by profit and loss settlement duly certified by auditor/CA.
- 2.5 The bidder should have recognition certificate in firm/bidders name.
- 2.6 The bidder should have PAN NO (in case of partnership/private limited firm PAN NO of firm is required and in case of proprietorship firm PAN NO of proprietor is to be enclosed).
- 2.7 The bidder should have valid registration/recognition from State/Central Tourism Department in bidders/firm name.
- 2.8 The bidder should have obtain GST registration certificate in bidders/firm name
- 2.9 The bidder should have full-fledged office in Bangalore to support timely service for activities within the scope of work. The bidder shall furnish a self-certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the bidder's premises.
- 2.10 The bidder/firm should furnish a clear declaration that they will be able to supply all the tender requirement of commercial vehicles of models registered not earlier than 01.01.2015 and good running condition.

3. Cost of Bidding

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

Signature of the Tenderer

4. Bid Document :

4.1 Bid Document includes -

- a) Notice Inviting Tender
- b) Instructions to bidders
- c) General (Commercial) conditions of the Contract
- d) Special conditions of contract
- e) Schedule of requirement and Hire Charges
- f) Services to be provided
- g) Bid form and price schedule
- h) Letter of authorization to attend bid opening
- i) Certificate on Non-participation of near relatives in the tender

4.2 The bidder is required to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document 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 Tender document can be obtained by downloading it from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). The physical copy of the tender document will not be available for sale. Bidder has to get register in e- tendering portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for participation in the tender online.

4.4 For any clarification regarding e-tendering/procedure etc can contact ITI representative M/s Dhanraj, Mob no. 9686115308/080-40482000/011-49424365 ([bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com))

4.6 Bidders downloading tender documents are required to submit tender fee worth Rs.590/- thro' DD/Cheque with their proposal, failing which will be unopened/Rejected.

4.7 Bids received after due time will not be accepted by the online system

4.8 A prospective bidder requiring any clarification on the Bid documents 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 prior to the date of opening of Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications :

- a. Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.
- b. GST Registration Certificate.
- c. Registration Certificate of the Travel Agency.
- d. Proof of Ownership of at least 3 vehicles.

Signature of the Tenderer

6. Amendment to bid document

- a. At any time, prior to the date of submission of bid; PGM, BB NOC, BBNW, BG may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- b. The amendments shall be notified in writing to all prospective bidder 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 5 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 service to be rendered and price schedule as per Section – VIII, strictly in the prescribed proforma and the rates quoted shall be inclusive of all taxes etc. i.e. rate should be quoted “all inclusive”.

9. Price schedule/BOQ (Bill of quantity)

- a. Download price schedule in XLS format given in section VIII for all types of vehicle.
- b. Fill rates in down loaded price schedule.
- c. Price schedule is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- d. Save filled copy of downloaded price schedule and upload when required.
- e. BSNL will not be responsible for any problem arising out of internet connectivity issues. “Discount” or extra charges if any mentioned by the bidders shall not be considered
- f. Unless these are specifically indicated in the price schedule.

10. Clause by clause compliance:

A clause-by-clause compliance of Special Conditions of Contract (Section IV), other Conditions of Contract (Section V), and Services to be provided (Section VI) shall be given. In case of deviation a statement of deviation shall be given.

Signature of the Tenderer

## 11. Bid Security:

- 11.1 Pursuant to clause 6, the bidder must submit Rs.36,200/-(Rupees Thirty Six Thousand Two hundred only) as bid Security (EMD). The Bid Security shall be in the form of DD drawn in favour of Internal Financial Advisor, BBNW, New Delhi which shall be submitted offline in sealed envelope either in person or by post.
- 11.2 The successful bidder's security will be discharged after the bidder's acceptance of the award of contract satisfactorily in accordance with clause 16 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, and / or
  - 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.
- 11.4 If the bidder fails to furnish the bid security in accordance with 11.1, the bid shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.
- 11.5 The bid security of unsuccessful bidders will be discharged / returned within 30 days after the finalization of the bids.

12. The bid shall be either typed or printed or neatly hand written and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

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

## 13. Submission of Bid:

In this e- tender proposal, bidder has to participate in e-bidding online. Some documents are to be submitted physically offline as mentioned below.

### 13.1 Offline Technical document submission

Bidder shall submit the following documents offline to DE (Admn) O/o the Principal General Manager BBNW circle, 5<sup>th</sup> floor, BG East Telephone Exchange Bldg., Lazer Road, Frazer Town Bengaluru – 5 on or before 13:00hrs of 28/08/2018 in a properly sealed envelope (with sealing wax/packing PVC tape) either in person or by post/courier in time. This office will not be responsible for any postal/courier delay. Non submission of mandatory offline documents with in last date and time shall result into rejection of the bid.

- 13.1.1 EMD- Bid security (original copy: DD should be drawn in favour of "Internal financial advisor, BBNW, New Delhi" payable at New Delhi which should be valid for 180 days.
- 13.1.2 DD of Tender fee (original copy) for Rs. 590/- in favour of IFA, BBNW, New Delhi, payable at New Delhi.

Signature of the Tenderer

13.1.3 Original power of Attorney if applicable in case person other than the bidder signed the documents. Power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

Note: Bidder has to upload the scanned copy of above said documents during online bid submission also.

The above mentioned offline documents will be verified with the up loaded copies.

13.2 Online Submission: All these documents need to be signed/self-attested by bidder.

#### 14. **Online Tendering open Event (TOE)**

##### 14.1 Bid Opening:

PGM, BB NOC, BBNW, BG or his representative shall open bids in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on 28/08/2018 at 15.00 hrs. 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 IX)

14.2 Bids will be opened in 2 stages (i) Techno-Commercial bid and (ii) Financial bid.

14.3 As shown as bid is decrypted by the TOC the documents will be opened from the Techno-Commercial bid one by one and same report of TOC will be up loaded in e- portal.

14.4 TEC will evaluate Techo - commercial bid and the report of TEC will be approved by competent authority. Techno commercial qualified bidders will be informed for financial bid opening schedule and the details of the Techno Commercially qualified bidders will be up loaded on the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

14.5 The financial bid of those bidders who are approved to be techno commercially qualified by the competent authority will be opened by the TOC online as per procedure of the e-tender portal.

##### 15. Evaluation:

15.1 PGM, BB NOC, BBNW, BG or his representative shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.

15.2 If there is a discrepancy between words and figures, the amount in words shall prevail over the amount in figures. PGM, BB NOC, BBNW, BG or his representative, 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 the bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by PGM, BB NOC, BBNW, BG. or his representative

Signature of the Tenderer

**15.3** PGM, BB NOC, BBNW, BG or his representative shall evaluate in detail and compare the substantially responsive bids and comparison of the responsive bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section VIII of the bid document. **The payment to the Employee's, their remunerations as per guidelines of Govt. of Karnataka/Govt. of India, actual/practical expenditure regarding maintenance Taxes to Govt. shall be considered before finalizing the charges.**

**15.4 L1 shall be decided based on the rates quoted for non AC vehicle (Monthly basis) is section –VIII**

**16. Award of Contract**

PGM, BB NOC, BBNW, BG or his representative 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 intent, give his acceptance along with performance security as detailed in clause 2 of Section III.

**17. Right to vary quantities:**

PGM, BB NOC, BBNW, BG reserves the right to increase or decrease the number of vehicles up to 50% at the time of award of contract or at any time during the contract without any change in hiring charges of the offer or other terms and conditions.

**18. Signing of Contract**

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

18.2 Upon the successful bidder furnishing the performance security in pursuant to Clause-2 of section III; the PGM, BB NOC, BBNW, BG shall discharge the bid security of the successful bidder as per clause 11.2

**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 PGM, BB NOC, BBNW, BG may make the award to any other bidder at the discretion of PGM, BB NOC, BBNW, BG or call for new bids.

**21. Period of validity of bids**

a. The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by PGM, BB NOC, BBNW, BG as non-responsive.

b. A Bidder accepting the request of PGM, BB NOC, BBNW, BG for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

Signature of the Tenderer



### 21. Cancellation of bid

PGM, BB NOC, BBNW, BG reserves the right to cancel the bid partly or fully without assigning any reason.

### 22. Monthly Run

Depending on the requirement; PGM, BB NOC, BBNW, BG has every right to change monthly run vehicles during the tender period. Accordingly work order shall be issued before the start of a month. In case a vehicle runs less than 2000 KMs/1500 KMs (as applicable) in a month, the balance kilometers shall be brought forward for the subsequent three months otherwise they will lapse.

If the vehicle runs less than 2000 KM i.e.; 1500 KMs, consequently for 3 months or more, the payment will be made proportionately as per the usage  $\geq$  1500 KMs for such vehicles

Signature of the Tenderer

SECTION III  
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by PGM, BB NOC, BBNW, BG.

2. Performance Security

2.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value subject to maximum limit of Rs.5 lakhs within 10 days of issue of letter of intent. However, if the work is awarded to more than one bidder, the security deposit will be collected proportionately among the successful bidders as per the allotment of vehicles.

2.2 Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per the proforma provided by this office. Performance security also can be paid by DD drawn in favour of Internal Financial Advisor, BBNW, BSNL, New Delhi.

2.3 Performance security will be discharged after compliance of contractor's performance obligation under the contract.

2.4 If the contractor fails or neglect any of his obligations under the contract it shall be lawful for PGM, BB NOC, BBNW, BG to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTIVE TIME LIMIT

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

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user. Income Tax as applicable shall be deducted from the bill while making payment of each bill.

5. Termination of Contract.

5.1 PGM, BB NOC, BBNW, BG or his representative 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 PGM, BB NOC, BBNW, BG or his representative
- b. If the contractor fails to perform any other obligation(s) under the contract.

5.2 PGM, BB NOC, BBNW, BG 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**

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

**7. Force Majeure**

If at 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, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such 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 PGM, BB NOC, BBNW, BG

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 therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BB NOC, BBNW, BG. 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 proceedings shall be Bengaluru or such other place as the arbitrator may decide.

**9. Set Off**

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

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 other sections.
2. In case the date fixed for opening of bids is subsequently declared as holiday by BSNL, 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. PGM, BB NOC, BBNW, BG reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with any government agency.
4. PGM, BB NOC, BBNW, BG reserves the right of blacklisting 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 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 is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract.
7. No sub-contract is permissible by PGM, BB NOC, BBNW, BG. or his representative
8. The staff of PGM, BB NOC, BBNW, BG or their near relatives recruited or on deputation are prohibited from participation in this tender. The near relation 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) & sister's husband (brother-in-law).
9. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of PGM, BB NOC, BBNW, BG/BGTD/KTK circle as defined above. In case of partnership firm, the 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 PGM, BB NOC, BBNW, BG 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. (Proforma given as Section-X).

Signature of the Tenderer

10. 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. PGM, BB NOC, BBNW, BG 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 the officers/ officials have to be suitably compensated by contractor.
11. The contractor shall when called upon to do so, place at the disposal of PGM, BB NOC, BBNW, BG 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, terms and conditions. The number of such vehicles to be supplied extra will not be more than 6 (Six only) of original schedule or requirement in the NIT.
12. In no case a vehicle which is not registered for the commercial purpose shall be supplied to PGM, BB NOC, BBNW, BG or his representative and taxes etc., due on such vehicles shall be the liability of the contractor.
13. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. PGM, BB NOC, BBNW, BG or his representative will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc., will be the contractor's liability.
14. PGM, BB NOC, BBNW, BG reserves right to counter offer price against price quoted by the bidder.
15. PGM, BB NOC, BBNW, BG reserves the right for placement of full tendered quantity on the lowest bidder or an ratio of 3:1 (75% & 25%) for eligible L1&L2 bidder. In case any of the vehicle of one bidder is irregular/not punctual then PGM, BBNOC, BG is having right to place order on other bidder irrespective of the ranking (L1 or L2) of the bidder.
16. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to PGM, BB NOC, BBNW, BG or his representative as and when demanded.
17. During the course of the Tender period, if there is hike in the cost of diesel/petrol, only proportionate increase will be made in the quoted amount taking an average of 15 KM per liter and basic rate per liter approved by Govt. as on the date of entering into agreement for this purpose. Similarly, if there is decrease in the basic price of diesel, the basic charge tendered will be proportionately reduced.
18. In case the successful bidder supplies a vehicle taken on lease basis by him, then the lease agreement entered into with the vehicle owner should be submitted to this office. In such an event, it is the responsibility of the successful bidder to make the payment to the vehicle owner as per the lease agreement and the PGM, BB NOC, BBNW, BG or his representative in no way responsible for the payment to the leased vehicle. However, the successful bidder should make the payment to the vehicle owner and submit proof of the same along with the bill to be submitted to the PGM, BB NOC, BBNW, BG or his representative for arranging payment of hire charges.

Signature of the Tenderer

**SECTION V**  
**OTHER CONDITIONS OF CONTRACT**

1. The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter irrespective of start of contract i.e. on 31<sup>st</sup> march, 30<sup>th</sup> june, 30<sup>th</sup> Sept and 31<sup>st</sup> December. The change in hire charges if any, shall be applicable from the 1<sup>st</sup> day of the next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.
2. The service provider should have telephones where requisition of vehicles can be conveyed all the 24 hrs and assign to only qualified experienced licensed drivers only and also assume full responsibility for the safety and security of Officers / officials and store item. The driver should have Identity card, mobile contact number and should be available in the vehicle during the working hours or the duration for which it is supposed to run. In addition to local language Kannada, the driver should know Hindi and English. Attested copy of the documents RC book, Insurance policy of the vehicles supplied under this contract should be submitted to the authorized person of BSNL and will be subject to scrutiny. Drivers attested copies of driving licence should be submitted during the contractual period. Service provider should have the registration with EPF, ESI code service tax Pan etc.
3. Driver's should be suitably instructed to report SDE/DE admin section after dropping officers and they should obey the instructions of the admin section for other section works including dropping/pick up of the officers coming from out station on official duties at railway station/bus stand/airport and IQs/BSNL office/ other location or for any other requirement as deemed necessary to carry out official duties.
4. Driver should behave politely while on duty, reporting, during drop /pick up and also have to assist the officers in carrying office files, documents, bags etc and obey instructions of the officers concerned.
5. Drivers shall not refuse to perform the assigned duty by any of the officers of BSNL.
6. Payment of any Govt. tax /levy duty and GST for plying the vehicles in Bengaluru will be the liability of service provider.
7. Counting of distance will be from the starting point of the user and closing at the point wherever the user completes his/her travel. However the distance covered in each way between the user delivery address and the garage/normal parking place will be allowed on actual basis or 5 KMs whichever is less under scheduled works.
8. The duty hours of vehicles are normally for 12 hrs per day on all working days in a month and in case of emergency during holidays. Duty starts from the time of vehicle report to the Officer. Payment will be made at the rate of Extra hour mentioned at section VIII.
9. Same vehicle and driver should be provided continuously unless change is desired by BSNL /emergency other wise penalty of Rs. 500/- will be imposed for first instance and Rs. 1000/- for subsequent instances.
10. Drivers should be good mannered, obedient and punctual if any misbehavior by the drives or bidders for three or more occasions, the bidder/contractor will be black listed and circulated to all BSNL Offices.

Signature of the Tenderer

11. Contractor should provide nodal officer/contact persons Name, phone number address etc for dealing matters related to hiring of vehicles.
12. Bidder or authorized person has to attend review meeting with BSNL whenever called either monthly /quarterly to discuss regarding the issues if any with driver or vehicles.
13. Drivers should be well acquainted with routes as officers will be coming from different states and those officers to be picked from Railway station/Bus stand/Airport and BSNL IQ/offices/other locations.

**14. . Penalty for breach of terms & 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. 300 /- 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. 500/- per break down shall be imposed.
- II. The penalty for absence during extra hour duty will be Rs.300/- for occasion and temporary absence during duty hour without valid permission shall be Rs.100 per hour of absence.
- III. i) 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.  
ii) In such case the actual hire charges per day will be arrived by taking into account on monthly basis.  
iii) In case of non-availability of vehicle on holiday penalty will be levied of Rs.1000/ per day in addition to hire charges.

Signature of the Tenderer

**But in case of general strike /bunth day proportionate hire charges for the day will be deducted and penalty shall not be imposed for that day.**

- IV) In case of BSNL strike day even though the vehicle was ordered by the user at times of exigencies, and if the vehicle has not reported, then also penalty of Rs. 500/- per day shall be imposed in addition to deduction of hire charges.
- V) In case of non-availability of vehicle for the whole month a penalty of Rs. 500/- per day will be imposed in addition to the deduction of monthly rental charges fixed to that correspondence KM slab for the particular type of vehicle. The penalty will be imposed from the proposed date of provision of vehicle as mentioned in work order.
- VI) 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 Principal General Manager, BBNW, BSNL, Bengaluru would be final also penalty Rs. 500/- for first instance and Rs. 1000/- for subsequent instances.
- VII) No payment will be made for vehicle supplied by the service Provider older than 2015 Model.
- VIII) Bidder 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. BSNL will have full powers to accord administrative approval and financial concurrence to procure any type vehicle in any quantity by any means/from open market in exigencies of services and in interest of BSNL and the expenditure incurred on this hiring will be recovered from other running bills.
- IX) Bidder should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty of Rs. 300/- and Rs. 100/- per hour of absence/late arrival will be deducted from the running bills besides any other action which may even lead to termination of contract and black listing of the bidder/contractor.

Signature of the Tenderer



Section -VI  
SERVICES TO BE PROVIDED

1	Service	Provision of commercial vehicle with licensed drivers, registered Commercial vehicle on Hiring basis for running in Bengaluru city and anywhere in Karnataka/Tamilnadu/Andhra Pradesh/Kerala
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 up to one year if agreed by the contractor and PGM, BB NOC, BBNW, BG on the same rate, terms and conditions
3	Quantity	Estimated number of vehicles to be hired is 4. However it should be clearly noted that PGM, BB NOC, BG shall place the order only as per the actual requirement from time to time
4	Duty hrs.	Twelve hours per day on all working days in a month and in case of emergency during holidays. Actual duty hours shall be specified by actual users of vehicles.
5	Notice Period	<ol style="list-style-type: none"> <li>1. For regular requirements - one day in advance</li> <li>2. Telephonic intimation shall be considered as notice in emergency cases</li> </ol>
6	Reporting Place	Any place within jurisdiction of Bengaluru Districts Actual place of reporting shall be specified by users of vehicles
7	Counting of distance	Counting of distance will be from the starting point of the user and closing at the point wherever the user completes his/her travel. However the distance covered in each way between the user delivery address and the garage/normal parking place will be allowed on actual basis or 5 K.Ms whichever is less under scheduled works.
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	<ol style="list-style-type: none"> <li>1. In case of break down, vehicles have to be replaced by other vehicles immediately in not more than one hour. In case of non availability of suitable vehicle Penalty up to Rs.300/- will 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.500/- per break down shall be imposed</li> <li>2. 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 fixed to that corresponding KM slab for the particular type, on pro rata basis for the period.</li> <li>3. Case of non-availability of vehicles, during extra hours Penalty of Rs. 300/- per occasion shall be imposed and for temporary absence during duty hour without valid permission shall be Rs.100/- per hour of absence.</li> <li>4. In case driver refuses to perform the assigned duty by officers of BSNL, a penalty of Rs 300 /- per occasion will be imposed.</li> <li>5. In case driver refuses to carry the official files, documents, bags of the officers, a penalty of Rs 100 /- per occasion will be imposed.</li> <li>6. If the supplier does not arrange a vehicle to any of the officers on a day/occasion, vehicle will be hired from other agencies, correspondence bill amount will be deducted from vehicle bill.</li> </ol>

10	Special Requirements	<ul style="list-style-type: none"><li data-bbox="532 121 1308 233">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.</li><li data-bbox="532 239 1308 350">ii. Payment of any Govt. tax or duty for plying the vehicles for the office of PGM, BB NOC BG will be liability of contractor.</li><li data-bbox="532 357 1308 432">iii. Parking and Toll charges, if any, may be claimed by producing the parking/Toll slips.</li><li data-bbox="532 438 1308 550">iv. Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through Local Govt. Offices.</li><li data-bbox="532 556 1308 667">v. The hired vehicles will be utilized fully and shortage if any, in utilizing the contractual KMs. in any particular month will be suitably adjusted over a period of subsequent 03 months.</li></ul>
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Signature of the Tenderer

SECTION VII

TECHNICAL BID FORM

To

Divisional Engineer (Admn.)  
O/o the Principal General Manager,  
BBNW Circle, 5<sup>th</sup> Floor,  
BG (E) Telephone Exchange,  
Lazar Road, Frazer Town,  
Bengaluru – 560 005.

Ph.No. 080-25808878 (O)/ Fax No. 080-25808880

Dear Sir / Madam,

Sub: Submission of Sealed Bids for supply of hired vehicles – Submission of bid.

Ref: No. BSNL/BBNW/PGMNOC/Vehicle Tender/2018-19/01 Dated 01/08/2018

1. a) Name of the Bidder .....
  
- b) Address .....
- .....
- .....
  
- c) Tel. No .....
  
- d) Fax No. ....
  
2. Status of the bidder whether  
proprietary, partnership, HUF  
Ltd., Company etc. ....
  
3. Name of the authorized  
signatory who is empowered to  
sign the agreement and other  
documents
  
4. Details of past experience  
.....

5. EMD particulars Amount Rs.  
 DD No.....Date.....  
 Name of Bank & Branch.....
6. Details of the vehicles 1)  
 registered in the name of the  
 firm or partners or proprietor 2)
7. Service Tax Registration No. ....
8. PAN No. ....
9. Details of the Banker of the  
 Company / Firm / Agency .....  
 Telephone Number of the  
 Banker .....

1. I, \_\_\_\_\_ Son/Daughter/Wife of  
 Shri \_\_\_\_\_ Proprietor / Director/authorized signatory  
 of the agency/Firm, mentioned above, is competent to sign this declaration and execute  
 this tender/bid document.
2. I have carefully read and understood all the terms and conditions of the tender and  
 undertake to abide by them.
3. The information / documents furnished along with the above application are true and  
 authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact  
 that furnishing of any false information / fabricated document would lead to rejection of  
 my tender at any stage besides liabilities towards prosecution under appropriate law.
4. This bid is valid for a period of 90 days from the date of opening the tender/bid.

Dated this..... Day of..... 2018

Signature of the tenderer

**SECTION VIII**

**FINANCIAL BID FORM**

**ON MONTHLY BASIS**

SI No	Type of Vehicle/Model	Job Description	Hiring charges per vehicle (Rs) (Rates to be quoted inclusive of GST as applicable)	
			In Figures	In words
A	B	C	D	E
1	SEDAN, Swift Dzire, Indigo, Innova, Honda city or equivalent (without A/C)	Rate for 2000 KMs/Month		
		Rate for 1500 KM/Month		
		Rate per extra KM		
		Rate per Extra Hour		
2	(Optional) in and outside Karnataka	Rate per extra KM		
		Rate per extra hour		
		Night halt charges (including Driver bata)		

**Note:-** Since NOC is to be maintained by 24x7 basis, vehicle will be called on emergencies inclusive of second Saturdays, Sundays & holidays and additional payment will be made at the rate of extra hour for the number of hours for the duty performed. In case of non-availability of vehicle penalties will be levied as per the clause 13 of section V.

Signature of the Tenderer

ON DAILY (CASUAL) BASIS

SI No	Type of Vehicle/Model	Job Description	Hiring charges per vehicle (Rs) (Rates to be quoted inclusive of GST as applicable)	
			In Figures	In words
A	B	C	D	E
1	SEDAN, Swift Dzire, Indigo, Innova, Honda city or equivalent (without A/C)	4 hrs 40 kms per day		
		Rate per extra hour		
		Rate per extra km		
		8 hrs 80 kms per day		
		Rate per extra hour		
		Rate per extra km		
		10 hrs 100 kms per day		
		Rate per extra hour		
		Rate per extra km		
2	Sedon or equivalent (with A/c)	4 hrs 40 kms per day		
		Rate per extra hour		
		Rate per extra km		
		8 hrs 80 kms per day		
		Rate per extra hour		
		Rate per extra km		
		10 hrs 100 kms per day		
		Rate per extra hour		
		Rate per extra km		

Certified that I have quoted the above rates inclusive of GST as applicable and I am agreeable to the terms and conditions of the Tender/Bid.

Signature of the Tenderer

Date:

Place:

SECTION IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on \_\_\_\_\_ or before date of bid opening)

To  
The Dy. General Manager,  
O/o Principal General Manager, BB NOC, BBNW,  
BG (E) Telephone Exchange Building,  
Lazar Road, Frazer Town, BG-5.

Sub:- Authorization 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
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I.

II.

Signature of Bidder / Authorized Signatory

- Note 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the Tenderer

SECTION X

The near relatives for the purpose are defined as:

- a) Members of 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) husband (brother-in-law).

CERTIFICATE

I \_\_\_\_\_ S/o \_\_\_\_\_

Resident of \_\_\_\_\_ hereby certify that none of my relatives as defined is (are) employed in the BSNL. In case at any stage it is found that the information given by me is false/incorrect, the PGM, BB NOC, BBNW, BG shall have the absolute right to take any action as deemed fit/without any prior information to me.

Signature of the Proprietor/Authorized Signatory

1.

2.

3.

Signature of the Tenderer



## CHECK LIST

List of documents enclosed along with Bid Document

1. EMD of Rs. 36,200/- in the form of DD drawn in favour of Internal Financial Advisor, BBNW, New Delhi.
2. Proof of Registration of the firm/ company/ agency.
3. GST Registration Certificate.
4. Experience Certificate, if any.
5. Registration Certificate of 03 Vehicles owned by the bidder or its partners.
6. Partnership Deed / proprietorship Deed/ MOA as the case maybe
7. Certificate of non-participation of near relation in the tender.
8. Letter of authorization for attending the bid opening.