

BID DOCUMENT FOR E-TENDERING FOR HIRING VEHICLES

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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

**O/o CGM Broadband Network Circle
CTS Compound, Netaji Nagar
New Delhi-110023**

Tender No: BSNL/BBNW/Tender Vehicles/2016-17

Dated: 23.02.2017

DETAILED NOTICE INVITING TENDER

On behalf of the CGM Broadband Network, BSNL New Delhi digitally sealed online tenders are invited using Electronic Envelops from prospective contractors for hiring of light commercial vehicles not older than three Years from the date of issue of NIT model such as Ambassdor, Swift Dzire , Indigo, Innova, Hondacity or equivalent vehicles driven by Petrol/Diesal/CNG who are having minimum 03 vehicles and hold a valid experience certificate of two years before the date of NIT from a competent authority of any PSU/Central/ State Govt or reputed Private Ltd. Companies /Firms for having executed similar contracts of providing at least 03 Petrol/Diesal/CNG driven commercial vehicles such as, Non-AC Cars Ambassdor, Swift Dzire, Indigo, Innova, Hondacity or equivalent sedan vehicle.

Schedule to the invitation of Tender:-

Date of load of tender document	23.02.2017
Last Date of submission of Tender	17.03.2017 TIME: 12.00 Hrs (IST)
Date of opening technical Bid	17.03.2017 TIME: 15.30 Hrs (IST)
Estimated Cost	Rs. 25,02,000/- (Rs Twenty Five Lac Two Thousand Only)
Minimum validity of Tender offer	180 days from the date of opening of bid.
Type and Number of vehicles required	6 No.s of Non-AC Petrol/Diesal/CNG Vehicle Ambassdor, Swift Dzire, Indigo, Innova, Hondacity or equivalent sedan vehicle
Duration of contract	ONE year with an option of extension for one more year with same rate, terms and conditions
Total number of pages of tender document	38
Place where vehicle to be used	NCT New Delhi and NCR such as Ghaziabad, Noida, Faridabad, Gurgaon etc
Venue of Tender Opening	Chamber of AGM(Administration) O/o CGM, Broadband Network Circle, Ground Floor, CTS Compound, Netaji Nagar, New Delhi-110023

SECTION II

1. **Sale of Tender Document:**

- 1.1 As this Tender Document shall be following the e-Tendering Process, the Bidders may download the free viewing copy of tender document from the BSNL Web site <http://www.bbnw.bsnl.co.in>. For online bidding process through E-tendering process the tender document will be uploaded on ETS portal by **23/02/2017** (18:00 Hrs).
- 1.2 Tender Document shall be available for downloading from ETS portal only after:-
 - i. Payment of **INR 525/- (INR Five Hundred Twenty Five Only)**, which shall be non-refundable, in the form of crossed demand draft, drawn on any scheduled bank in favour of '**Internal Financial Advisor BBNW New Delhi**; and
 - ii. Bidder is required to register compulsorily (if not registered earlier) and complete all the required formalities on the E-tender portal <https://www.tenderwizard.com/BSNL>. Thereafter, upon payment of INR 525/- towards tender document fee, the prospective Bidder will be authorized to access/download the tender document from the E-tendering portal only.

2. **e-Tendering Process**

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section III of this Tender.

3. **Eligibility Criteria-**

- 3.1 The bidder is required to provide light commercial vehicles fully conforming to RTA/RTO regulation along with fuel and with valid licensed drivers with working mobile telephone etc and carry out periodical maintenance and execute the work through their supervisor on hiring basis for running within the jurisdiction under CGM BBNW offices situated at Delhi/Noida. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
- 3.2 **Service:** The total Non-AC vehicles required are Six and kilometer limit per month is 2000Km
- 3.3 **Period of contract:** Under normal circumstances the contract shall be valid for a period of **one year** from the date of issue of work order. However contract may be extended for a further period of one year with mutual understanding on the same rates, terms & conditions.
- 3.4 **Quantity:** Estimated numbers of vehicles to be hired are Six (6). However, it should be clearly noted that the requirement may increase or decrease from time to time and BSNL shall place the order only as per the actual requirement.

- 3.5 **Duty Hours:** Duty Hours of vehicles are normally for 10 Hours per day on all days of month except Sundays and national Holidays i.e 26th January, 15 August & 2nd October. However, vehicle has to be provided on Sundays and holidays without any exception if asked by the user. Hiring of vehicles on Sunday & three National Holidays shall be treated as extra hiring with charges on pro-rata basis.
- 3.6 **Notice period:** i) For regular requirement one day in advance. ii) Maximum one hr notice for additional requirement during office hr. iii) Telephonic intimation shall be considered as notice.
- 3.7 **Reporting Place:** Any place within the jurisdiction under CGM BBNW offices situated at Delhi/Noida. Actual place of reporting shall be specified by Transport In charge / users of vehicles but chargeable distance in this respect shall not be more than 5 Kms in each way from garage to garage. No mileage will be allowed for any Lunch or Tea Break.
- 3.8 **Counting distance:** From garage to garage but chargeable distance in this respect shall not be more than five kilometers in each way.
- 3.9 **Accuracy of meters:** The meter reading should tally with the actual distance of run at any instant and authorized officer shall have full power to get the meter calibrated or check up the meter for its correctness at bidders cost at any time during the currency of contract and in the event of any error/fault in the meter being noticed, the bill for the journey under taken (including those taken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of contract.
- 3.10 **Miscellaneous Conditions:** Service Provider should comply with the following:
- i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty. The driver should be well behaved and driver uniform should be neat and clean.
 - v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract. A certificate regarding the submission of statutory dues shall be given on the body of the bills while submitting the bills. The photocopies of deposit receipt of EPF, ESI etc. with respective authorities should be attached with bills.
 - vi) **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in NCR/NCT.
 - vii) **Parking / Toll Charges & Entry Tax,** if any, may be claimed by Producing valid parking / Toll slips.

- viii) **Drivers** attested copy of valid driving license should be submitted during the contractual period.
- ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (form II) and should ensure that at the end of duty; the duty slips are completed and signed by the users. The original duty slip should be submitted to the
- xii) **Logbook:** Proper logbook should be maintained for the journey travelled by the vehicle.
- xiii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains etc. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- xiv) **Unused KMs** if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.

3.11 **Debarring Conditions:**

- i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary /log sheet etc and misbehavior of driver while on duty shall be viewed seriously leading to even cancellation of contract.
- iv) Service Provider shall not engage any person below 18 years of age. Certificate to this effect to be on the body of the bill.

3.12 **BSNL will not have obligation regarding:**

- i) BSNL will not have any liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract. Such claims can be recovered from Performance Bank Guarantee also.
- ii) BSNL will not have any 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 Service Provider.

- iii) BSNL will not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.
- v) If any excess payments are made or any claims which come to the notice after expiry of contract, such payments /claims can be recovered from the Performance Bank Guarantee or service provider shall indemnify to the BSNL.

3.13 Penalties for breach of terms & conditions:

The following penalties shall be levied to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bill of the concerned month. If penalty is more than billed amount the same will be adjusted from the bill of the next month, besides any other action which may even lead to termination of contract.

Sl.No.	Item	Quantum of penalty
1.	Non-availability or refusal of vehicle requisitioned by BSNL on Monthly basis	Rs. 5 00/- per occasion + pro rata deduction or actual expenditure incurred on hiring of vehicle from outside whichever is higher.
2.	Non-availability or refusal of vehicle requisitioned by BSNL on Daily (occasional) basis.	Rs. 1000/- per occasion
3	Late reporting of the vehicle	Rs. 100/- per hour per occasion (Vehicle reporting after one hour if not accepted by BSNL shall be treated under Sl. No. 1)
4	Non availability of vehicle /driver during working hours	Rs. 100/- per hour and part thereof
5	Change of driver during the month	Rs. 500/- per change*
6	Change of vehicle during the month	Rs. 500/- per change*
7	Driver not wearing proper uniform	Rs. 50/- per occasion
8	Driver not provided with working mobile connection	Rs. 50/- per occasion
9	Driver not having adequate funds for refueling, parking charges, emergent	Rs. 50/- per occasion
10	Driver found smoking inside the vehicle	Rs. 50/- per occasion
11.	Good driver not provided	Rs. 100/- per occasion (Driver shall be able to read & understand road signs, have good driving skills and shall know major routes in NCR/NCT)
12	Seat covers or fire extinguishers or First Aid Box not provided	Rs. 50/- per occasion
13	Overall condition of the vehicle not satisfactory	Rs. 100/- per occasion
14	In case of break down, vehicles	No Charges will be paid towards hiring. Deductions will be done on prorata basis in the monthly bill in case substitute vehicle is not provided on breakdown.

* Penalty shall be applied only if change is not desired by BSNL or reasons for changing the driver / vehicle not acceptable to BSNL.

Decision of CGM Broadband Network New Delhi on application of penalty shall be final.

SECTION-III

Instructions to Bidders

1. Eligibility Conditions

- a) The bidder should have at least two years experience certificate of satisfactory performance in similar services with Government /Public Sector or reputed Private Ltd. Companies/Firms.
- b) The bidder should own or have company lease sufficient number of commercial vehicles registered as taxis not less than 03 vehicles with permit from RTO in the name of proprietor/company/partners/firm/director, and not older than three years from the date of issue of NIT and the full details of the vehicles and a clear declaration that the firm will be able to supply of vehicles.

2. **The bidder should also submit following document with proof as Technical evaluation will be based on marks allotted to these attributes:**

- a) 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 required number of commercial.
- b) Bidder should be registered as Company / Partnership Firm / Cooperative Society or single proprietorship with the concerned registering authority.
- c) Bidder should have Permanent Account Number (PAN).
- d) Income Tax return for last 2 years shall be attached.
- e) Bidder should have Service Tax registration, ESI Code & EPF allotted to his company.
- f) Number of transport vehicles and their model (all types put together). (Vehicles of Business associate's should not be included).

3. Bid Document: Bid document includes

- a) Notice Inviting Tender
- b) Scope of work.
- c) Instructions to bidder.
- d) General (Commercial) condition of the contract.
- e) Special conditions of contract if any.
- f) Bid form.
- g) Bidder profile.
- h) Schedule of requirement and Hire Charges.
- i) EMD (BID SECURITY) form
- j) Performance Security Bond Form
- k) Letter of authorization to attend bid opening.
- l) Certificate/undertaking of non-participation of near/close relative of BSNL employee and also vehicles are not owned by close relative.

4. Biding Cost

- 4.1 The bidders shall bear all costs associated with the preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.
- 4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 4.3 A prospective bidder requiring any clarification on the Bid document shall notify BSNL in writing. BSNL 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.
- 4.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amounts to an amendment of relevant clauses of the bid documents.

5. AMENDMENT TO BID DOCUMENT

- (i) 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.
- (ii) The amendments shall be notified in writing to all prospective bidders on the address given at the time of purchase of the Bid Document and these amendments will be binding on them.

6. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components

- a. Self attested copies of Registration certificate of vehicles and valid Experience certificate should be submitted as Documentary evidence in accordance with clause 1 of Section-III that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Self attested photocopies of all documents required for Technical evaluation as per clause 2 of Section-III to be submitted.
- c. EMD as required.
- d. Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.
- e. Certificates of Non-participation of any close relative (form-III).
- f. A clause by clause compliance as per clause 10.4 of section-III of the tender document. No addition or deletion in terms & conditions of bid document should be made by bidder, if at any stage it is detected that changes have been made by bidder, PBG or bid security shall be forfeited.

7. BID FORM

The bidder shall complete the Bid Form & Bidder profile at section VII & VIII and the appropriate price schedule of Section VI furnished in the bid document covering the services to be rendered.

THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, FORMS TERMS & SPECIFICATIONS IN THE BID DOCUMENTS. FAILURE TO FURNISH ALL INFORMATION REQUIRED AS PER BID DOCUMENT, SUBMISSION OF THE BIDS NOT SUBSTANTIALY RESPONSIVE TO THE BID DOCUMENTS IN EVERY RESPECT WILL BE AT THE BIDDERS RISK AND MAY RESULT IN REJECTION OF THE BID.

8. PRICE BID.

- (a) The supplier shall quote as per price schedule for all types of vehicles given in the schedule of requirement and hiring charges.
- (b) A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - (ii) Discount or extra charge, if any, mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

9. EARNEST MONEY DEPOSIT (EMD)

- 9.1 The bidder shall furnish, as part of his bid, a bid security in form of bank guarantee for an amount of **Rs.50040 /-** (2% of estimated cost) issued by a Scheduled Bank in India and should be valid for a period of 180 Days from the date of bid opening. The Bank Guarantee so submitted shall be as per Performa in Section IX.
- 9.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant forfeiture of bid security.
- 9.3 The bid security will not carry any interest for any period what so ever.
- 9.4 A bid not secured in accordance with Para 9.1 & 9.2 shall be rejected by the BSNL as non-responsive at the bid opening stage and returned to the bidder without opening financial bid.
- 9.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security.
- 9.7 The bid security may be forfeited:
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form, OR
 - (b) If the bid is found false or forged.
 - (c) In the case of successful bidder, if the bidder
 - i. Fails to sign the contract as per "instruction to bidders" OR
 - ii. Fails to furnish performance security OR

iii. Fails or refuses to honor the quoted price by him for any number of vehicles or part thereof.

(d) In both the above cases i.e. 9.7 (a) , (b) & (c), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

10. **FORMAT AND SIGNING OF BID**

10.1 The bidder shall prepare one complete set of original bid and make one duplicate copy of the same clearly making one as 'Original Bid' and Duplicate Copy. In the event of any discrepancy between the copies, the original shall govern.

10.2 The original bid and duplicate copy of bid shall be typed or printed and all the pages numbered consecutively, shall be signed by the Bidder or a person or persons duly authorized to bid the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

10.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.

10.4 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in the tender document. In case of deviation a statement of deviation shall be given separately.

11. **SUBMISSION OF BIDS**

11.1 **The bids should be submitted on line upto 12.00 hrs of 17/03/2017.** The Tender document can be downloaded from the website:- www.tenderwizard.com/BSNL or www.bbnw.bsnl.co.in.

11.2 In case the date of submission (opening) of the bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be uploaded on above mentioned website.

11.3 **Online opening of the Tender bids at 15.00 hrs on 17/03/2017 at O/o CGM BBNW New Delhi.**

11.4 Before outright rejection of the bid by bid opening team for non compliance of any of the provisions mentioned in various clauses of bid document , the bidder company is given opportunity to explain their

position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to bid opening team immediately but in no case after closing of the tender opening process with full justification quoting specifically the violation of tender conditions if any.

12. Clarification on Bids:

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

13. BID OPENING AND EVALUATION:

Opening of Bids by Purchaser:

- 13.1 Technical bids, comprising of Bid document shall be opened by the Officer designated by BSNL, in the presence of the bidder's or their authorized representative (Maximum of one representative of any bidder) on the date at the venue of opening of the tender.
- 13.2 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14. Preliminary Evaluation:

- 14.1 BSNL shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 14.2 Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid for the purpose of fulfillment of all these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 14.3 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

15. EVALUATION

- 15.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.2 Based on evaluation of Technical bids, a short-listing of bids will be carried out, and only financial bids of these short-listed bids will be opened. Short-listed bidders shall be informed of the opening of financial bids and they may depute their representative on the day of opening of financial bid.
- 15.3 If there is a discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, the CGM BBNW New Delhi will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the CGM BBNW New Delhi.
- 15.4 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Section VI of the bid document.
- 15.5 **Evaluation of Financial Bid:** The bids shall be evaluated on the basis of the composite price of hiring charges of section VI Schedule of requirement and hiring charges of vehicles of financial bid (Section-VI).

16. AWARD OF CONTRACT

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity with Section-X of the bid document. The hirer reserves the right to counter offer price(s) against price(s) quoted by any bidder

17. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendors, the purchaser reserves the right to extend the order up to further 1 year of the services contained in the running tender /contract on same rates and terms & 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, the BSNL shall discharge the EMD.

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 EMD in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

20. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

20.1 The purchaser reserves the right to accept or reject any bid, and to annul the bidder's 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 of purchaser's action.

20.2 At any stage of tender either during the bidding or during the contract period, if any information furnished by the bidder/contractor is found to be incorrect, all deposits will be forfeited and necessary action will be taken as per law.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

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

2. PERFORMANCE SECURITY

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the contract value valid for 24 (Twenty Four) months within 10 days of issue of letter of intent, as performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the proforma is provided in the bid document.

2.3 Performance Security will be discharged after completion of contractors' performance obligations under the contract after deduction of BSNL dues, penalty, if any.

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

3. EXECUTION TIME LIMIT

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

4. PAYMENT TERMS

(i) Monthly bills shall be submitted by the 10th of succeeding month in duplicate to the authority specified in contract along with duty slips duly signed by the user.

(ii) Various certificates (regarding deposit EPF & ESI contributions, non-engagement person below 18 years age etc.) as mentioned in this document should be given on body of the bill while submitting claim.

(iii) The copies of statutory tax challans paid as per clause 9 (v) of Section-II Should be given.

(iv) In case the vehicle engaged on monthly basis is to be discontinued during the month the bill will be paid on actual basis i.e. on pro-rata basis as per terms and conditions of the contract.

5. PRICES

- (a) Prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.
- (b) In the case of reduction of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.

6. Price Revision:

No price revision shall take place during the contract period of the tender.

7. Insurance:

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.

8. TERMINATION OF CONTRACT

- 8.1 BSNL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.
- 8.2 If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL. If the contractor fails to perform any other obligation(s) under the contract, BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

9. TERMINATION FOR INSOLVENCY

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

10. FORCE MAJEURE

- 10.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions. Strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the

date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non 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.

11 **ARBITRATION**

- 11.1 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 CGM, BROADBAND NETWORK, 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 functions of the CGM, BROADBAND NETWORK, or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGM, BROADBAND NETWORK or the said officer is unable (due to resignation, retirement, transfer etc.) or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, BROADBAND NETWORK or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he is has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the vent of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, BROADBAND NETWORK, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 10.2 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.

- 10.3 The venue of the arbitration proceeding shall be the Office of CGM, BROADBAND NETWORK,BSNL at New Delhi or such other places as the arbitrator may decide

12. SET OFF

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

13. The Tenderer should give a certificate that none of his/her near relative is working in BSNL. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all 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 be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of BSNL.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The format of the certificate is given in the document

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

1. APPLICATION

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

2. EXECUTION TIME LIMIT

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

3 The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in various sections of the bid document wherever there is a conflict, the provisions herein shall prevail over those in other sections.

4. In case the date fixed for opening of bids is subsequently declared as holiday by the 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.

5. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL

6. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

7. In circumstances the hired vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1968 and I P C, the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law. The sole responsibility for any legal or financial implication would vest with the contractor.

8. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

9(a). No sub-contracting is permissible by BSNL. Vehicle registered in the name of the bidders firm or leased to the firm shall only be provided to Broadband Network under this contract.

- 9(b) The condition for provision of vehicle not older than three years shall hold good for the vehicle provided for the next Year.
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. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
11. 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 required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 50% of original schedule of requirement in the NIT.
12. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and taxes etc. due on such vehicles shall be liability of the contractor.
13. The contractor shall send the vehicle for periodical servicing at his own cost. The contractor shall provide the substitute of the vehicle if servicing is made in duty hours. BSNL will neither pay any mileage run for such servicing nor any deduction made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be the contractor's liability.
14. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the bidder.
15. Bidder with the lowest evaluated price of Section-VI (i.e. Schedule of requirement and hiring charges of financial bid) will be awarded the work. Total price for financial bid evaluation shall be based on rates composite quoted for schedule of requirement for rates.
16. Whenever vehicle is required for outstation journey, Empanelled transporter will be bound to provide the vehicle for outstation journey. Night charges for the outstation journey, if any, shall be paid by O/o CGM BROADBAND NETWORK.
17. In the event of any of the eligible bidder(s) not agreeing to supply the vehicles or not being considered by CGM Broadband Network for ordering the vehicles ranking of the bidders below the aforesaid bidder(s) will be recast to give the vacated slot(s). This will be done to ensure that the number of bidders supplying vehicles remains same as earlier.

18. BSNL reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed the for the day journey undertaken would be adjusted besides any other penal action which may even lead to termination of contract.
19. Regular checking of meter by the designated transport authority may be done by the contractor at his own cost and requisite certificate may be shown to BSNL as and when demanded.
20. Contractor is required to get signed the duty slips in prescribed format signed by the user and the driver .Daily Duty Slips in the prescribed format shall be in duplicate(Original & Carbon copy) stitched and bound separately month wise and a summary of all duties performed shall be prepared. Month wise summary sheet shall also be got authenticated by the user. Duly authenticated duty slips and summary sheet shall be submitted along with the monthly bill
21. An officer designated by BSNL may check the condition, documents etc. of vehicle with respect to the terms and conditions of the tender documents at any time during the duty of vehicles. Decision of the designated officer in this regard will be final and binding on the contractor.
22. The contractor shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract in respect of vehicles provided by contractor. BSNL shall not be liable for any loss, damages, etc. suffered/to be suffered by contractor or third party as the case may be.
23. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
24. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.

Section-VI
FINANCIAL BID

Tender No.....
.....

Date

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract value due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding 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 sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2017.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Enclosures: Schedule of Requirement & Hire charges

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

S. No.	Type of Vehicle/ Model	Job Description (monthly charges)	Quantity (Tentative requirement) (06)	H i	
				In figures	in words
(i). (a)	Ambassdor, Swift Dzire, Indigo, Innova, Honda City or equivalent sedan vehicle (Non-AC)	A) for 2000 KMs/month..... B) Per extra Hr. detention C) Extra per K M..... D) Out Station charge per night	1 month/vehicle 50 hrs/vehicle/month 500km/vehicle/month 1 night/month		
(b)	Ambassdor, Swift Dzire, Indigo, Innova, Honda City or equivalent sedan vehicle (Non-AC)	A) 05 hrs/ 50 Km B) 10 hrs/ 100 Km	1 days//vehicle/month 4 days//vehicle/month		
(ii). (a)	Ambassdor, Swift Dzire, Indigo, Innova, Honda City or equivalent sedan vehicle (with AC) (As and when required)	A) for 2000 KMs/month..... B) 05 hrs/ 50 Km C) 10 hrs/ 100 Km	1 month/vehicle 1 day/vehicle/month 4 days/vehicle/month		
(b)	-do-	A) per extra Hrs. detention ... B) Extra per KM..... C) Outstation per night	10 hrs./vehicle/month 50 km/vehicle/month 1night/vehicle/month		

CALCULATION METHOD FOR (L1) BIDDER: L1= i(a)+i(b)+i(c) +ii(a)+ii(b)

1. Salary of Driver, Road Tax, License fee or any of the Taxes/duties.
2. Cost of CNG/Mobile Oil, Fuel, etc.
3. Charges towards repair/maintenance of vehicle.
4. Other claims including insurance/compensation/etc. Traffic violation.
5. The requirement of Vehicle is on monthly basis.
6. The above charges are inclusive of holidays.

Note 1:- Night charges will start if vehicle is detained after 00.00 hrs.

Note 2:- Prices should be quoted both in figures and in words. In case of dispute price in Words will be valid.

Note 3:- Parking charges, Toll Tax during duty (as part of duty) if payable & State entry Tax (as applicable) shall be admissible to the contractor on producing original receipt. Payment of any other charges is not admissible.

Note 4:- Service Tax (as applicable) shall be paid extra by BSNL as per rules.

Note 5:- The rate quoted for extra K.M. should not be less than the expected expenditure.

Section VII

BID FORM

Tender No.....

Date.....

Dear Sir,

- 1 We, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 10% of the contract value for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs. _____ in the form of Bank Guarantee in the prescribed Performa along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2017

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Section-VIII
(Technical Bid)

Subject: Hiring of commercial vehicles for Broadband Network Circle BSNL New Delhi.

TENDER NO. BSNL/BBNW/Tender vehicles/ 2016-17/

Dated: 23.02.2017

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognized / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category(please specify) f. Sister concern of(please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details):	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per given format (FORM-I)	
6.	Declaration that the rate quoted for each items in Financial Bid must be filled and not shown as NIL.	

SECTION-IX
BID SECURITY BOND

No BSNL/BBNW/Tender vehicles/ 2016-17/

Dated: **23.02.2017**

To
AGM (Admin.)
O/o Chief General Manager Broadband Network Circle,
CTS Compound, Netaji Nagar,
New Delhi-110023

Whereas (Hereinafter called "the bidder") has submitted its bid dated For hiring of vehicles vide Tender No BSNL/BBNW/Tender vehicles/2016-17/ Dated: KNOW ALL MEN by these presents that WE OF having our registered office at (Hereinafter called 'the Bank') are bound unto BSNL in the sum of Rs..... for which payment will and truly to be made of the BSNL, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the BSNL during the period of bid validity.
 - (a) **fails or refuses to execute the Contract , if required: OR**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders. OR**
 - (c) **fails or refuses to honour his quoted price for any number of vehicles or part thereof.**

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

This guarantee will remain in force as specified in clause 9.1 Sec III of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority

Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

SECTION-X
PERFORMANCE SECURITY BOND FORM

1. In consideration of Bharat Sanchar Nigam Limited, New Delhi (here in after called the BSNL, BBNW 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 of Rs. _____ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement dated ____ and Tender document no. BSNL/BBNW/Tender vehicles/2016-17/ Dated **23.02.2017** (herein after referred to as Agreement) in connection with the contract for supply of _____ we, (name of the bank) _____
_____ (Here in after referred to as "the Bank") at the request of _____ (Contractor (s) do hereby undertake to pay to the BSNL an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.

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

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

4. We (name of the bank)_____further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from the date of acceptance and further agree to extend the same from time to time (one year at each time). It shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of one year /extended period from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. 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 obligations here under to vary any of the terms & conditions of the said agreement or extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)

7. We ----- (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CGM Broadband Network BSNL, New Delhi..

This guarantee is valid from _____to_____

Dated: _____

For _____
(Indicating the name of the bank)

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

SECTION-XI
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

AGM (Admn)
O/o Chief General Manager Broadband Network Circle,
CTS Compound, Netaji Nagar,
New Delhi-110023

Subject: 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 Signatures
I.		
II.		
Alternate Representative		

Signatures of bidder
or

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

Note: 1. Maximum of ONE representatives will be permitted to attend bid opening. In cases
where it is restricted to one, first preference will be allowed. Alternate
representative will be permitted when regular representatives are not able to
attend.

2. Permission for entry to the hall where bids are opened may be refused in case
authorization as prescribed above is not recovered.

Section-XII
AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2017 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through _____ its _____ authorized _____ official Sh. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the Chief General Manager BBNW CTS compound, Netaji Nagar New Delhi-23 and acting through its authorized official Sh. _____, at Circle at _____). The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Bank Guarantee of Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Service Provider shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than agreed model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL shall place an order for their requirement on the official Hire order form (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will

supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. No sub-contracting is permissible by BSNL. Vehicle registered in the name of the bidders firm or leased to the firm shall only be provided to Broadband Network under this contract. Vehicles provided for the next year should have been registered before one year and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider

7. Service Provider will submit bills in accordance with the Bid document on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle within one hour. Non-compliance may attract penalty .

11. Penalty shall be levied as per clause 12 (penalty) of section –II. Penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills/subsequent bills if penalty is more besides any other action which may even lead to termination of contract.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever. The damage loss/theft etc of BSNL property from the vehicle is the responsibility of the service provider. He shall compensate the loss occurred to BSNL, till the loss is recovered payment of bills will be stopped or recovered from bills/PBG.

13. The Bid Document No. BSNL/BBNW/Tender Vehicles/2016-17/ Dated **23.02.2017** ,schedules annexure/appendix which we annexed to this agreement, respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement and thereafter in respect of vehicles provided by Service Provider. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by Service Provider or third party as the case may be.

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

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

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and clause (9.i) of Section-III of the Bid documents enclosed as schedule “B” to this agreement. A certificate to this effect is annexed to this agreement.

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid. The Revision of rates may be allowed on account of revision of price in CNG and this variation shall be worked out from the base rate as per formula indicated in clause 9.1 of Section- III.

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

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGM Broadband Network of Bharat Sanchar Nigam limited (BSNL) or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGM Broadband Network BSNL or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM Broadband Network of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of CGM Broadband Network, New Delhi BSNL at _____ or such other place as the arbitrator may decide.

24. If the Service Provider institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.

25. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract or thereafter for the services provided and reimbursed to BSNL any dues are recoverable from him after contract.

26. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the given Performa duly attested by a magistrate/Executive Magistrate.

27. Other terms & conditions are as per bid documents.

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

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Name of the AGM (Admn) O/o CGM BBNW

Bharat Sanchar Nigam Limited

Address (To be filled up.)

Tel : _____ Fax : _____ E-mail : _____

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

Signed _____

For and on behalf of the BSNL

Name (caps) _____

Position _____

Date _____

Signed _____

For and on behalf of the Service provider

Name(caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Ambassdor,Swift Dzire, Indigo, Innova, Hondacity or equivalent sedan vehicle) . Please specify)	Validity Details			
						Per mit	Fitnes s	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.

Declaration:

The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

DAILY DUTY SLIP
(Print Name of the company & address)

S. No: -

Date:-----

Portion to be filled by Transporter

<p>1. Vehicle Regd.No:-----</p> <p>2 (a) Non-A/C</p> <p>2 (b) Model & Year</p> <p>2.(c) CNG:-</p> <p>3. Name ,Designation and address of the user:-----</p> <p>-----</p> <p>-----</p>

Portion to be filled by Officer

- 4) Purpose of journey (detail)-----
 - 5) Meter reading at Starting point ----- at closing point-----
 - 6) Total Kms run -----
 - 7)Time at starting point-----at closing point-----
 - 8)Extra detention hours (beyond duty hours) -----
 - 9) Charges for parking/toll tax etc.-----
 - 10) Number of Night halts (for outstation journey only)-----
 - 11) Parking, Toll tax slips if any-----
- (Payment subject to slips duly verified by the users)

Drivers Signature with name

Signature of user with date.

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles in O/o CGM Broadband Network New Delhi -110023, vide No: BSNL/BBNW/Tender vehicles/2016-17/ Dated 23.02.2017.)

CERTIFICATE

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

Signed _____

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)----- S/O ----- residing at-----on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----and duly authorized to sign, file and verify present undertaking by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour CGM Broadband Network Bharat Sanchar Nigam Limited, a Government of India Undertaking having its office at CTS compound, Netaji Nagar , New Delhi -110023 (which terms shall mean and include its successors, administrators, heirs and assigns).

Where as the CGM Broadband Network invited bids for Hiring of commercial vehicles for run under the jurisdiction of mobile service. I/We participated in the bidding process and emerged as successful bidder with respect to Tender No.----- . I/ We ----- acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

- i) I/We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.
- (ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - a) Any breach/ violation of any direction, order from any governmental authority any provisions of the labor laws or any other laws, statute or regulation that are 'or' will be

aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this and thereafter for the contract period.

OR

- b) Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc. during the contract and thereafter for the contract period.

OR

- c) Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc. during the contract and thereafter for the contract period.

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS : 1.

2.