

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687728443221

अनुबंध तिथि | Contract Generated Date : 20-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4625300](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	AGM PLG SMB
मंत्रालय   Ministry :	Ministry of Communications	संपर्क नंबर   Contact No. :	663-2410416-
विभाग   Department :	Department of Telecommunications (DOT)	ईमेल आईडी   Email ID :	bsnl00203775.bsnl@nic.in
संगठन का नाम   Organisation Name :	Bharat Sanchar Nigam Limited Portal(BSNL)	जीएसटीआईएन   GSTIN :	21AABCB5576G1ZX
कार्यालय क्षेत्र   Office Zone:	O/o Cgmt, Odisha, Bhubaneswar-751009	पता   Address :	O/O GMTD SAMBALPUR, SAMBALPUR, ODISHA-768001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	Yes	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	GM BSNL SAMBALPUR BA	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	IFA, SAMBALPUR	पद   Designation :	AO CLAIMS SMB
Designation of Financial Approval :		ईमेल आईडी   Email ID :	bsnl01100419.bsnl@nic.in
		जीएसटीआईएन   GSTIN :	21AABCB5576G1ZX
		पता   Address:	O/O GMTD SAMBALPUR, Sambalpur, ODISHA-768001, India

परेष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परेष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : bsnl01000191.bsnl@nic.in जीएसटीआईएन   GSTIN : - पता   Address : O/O GMTD SAMBALPUR, SAMBALPUR, ODISHA-768001, India	Monthly Basis Cab & Taxi Hiring Services - SUV; 1200 km x 208 hours; Local

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	9E62190000911624
कंपनी का नाम   Company Name :	M/S VULASH KUMAR SAHOO
संपर्क नंबर   Contact No. :	07008857626
ईमेल आईडी   Email ID :	vksahoo0001@gmail.com
पता   Address :	PLOT-3D/1066,MEERA BHAWAN,PO/PS- MARKATNAGAR,CDA SEC-10, Cuttack, ODISHA-753014, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-OD-07-0015993
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	21FUVPS6430N2ZS (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण   Service Details					
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 01-May-2024		सेवा समाप्ति तिथि   Service End Date : 30-Apr-2025			
श्रेणी नाम   Category Name : Monthly Basis Cab & Taxi Hiring Services					
बिलिंग चक्र   Billing Cycle: monthly					
District	NA	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST		
Zipcode	NA				
Vehicle Type	SUV				
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga, Mahindra Bolero, Tata Sumo				
Usage Variant	1200 km x 208 hours				
Type of Service	Local				
Year of Vehicle Model	2020, 2019, 2021, 2022				
Km Travelled	Upto 25,000 Kms				
Air Conditioning Requirement	Non-A/C				
Area of Operation	Hilly + Plain Area				
Fuel Type	Diesel				
Estimated number of outstation nights per month per	8	1	39800		

vehicle				
Duration in Months	12			
<b>कुल राशि(सूत्र)   Total Amount (Formula) :</b> ( Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months )				
एडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)			477600	
विवरण जोड़ें Add On Description				
Outstation night charges applicable			85	
एडजॉन मूल्य  Addon Value ( Addon Price*Number of Vehicle(s)*Estimated number of outstation nights per month per vehicle*Duration in Months )			8160	
कुल एडजॉन मूल्य  Total Addon Value(INR)			8160	
ऐडजॉन सहित कुल मूल्य  Total Value Including Addons(INR)			485760	
<b>कर विभाजन   Tax Bifurcation</b>				
विवरण  Particular	जीएसटी  GST (5%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1
Monthly Basis Cab & Taxi Hiring Services	23131.43	0	-	-
<b>अनुबंध की राशि Amount of Contract</b>				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			485760	
<b>एसएलए विवरण  SLA Details</b>				
<b>Service Specific Terms and Condition</b> Of <b>Monthly Basis Cab &amp; Taxi Hiring Services</b>				
<b>1 Agreement Overview</b> This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof. The Services contracts placed through GeM shall be governed by following set of <b>Terms and Conditions</b> : 1. General terms and conditions for Services (GTC); 2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service; 3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.				
<b>2 Objectives and Goals</b> The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to: 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties 2. Present a clear, concise and measurable description of services offered to the buyer. 3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified. 4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.				
<b>3 Parties to the Agreement</b> The main stakeholders associated with this agreement are below- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.				
<b>4 Scope of Services</b> This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals. Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:				
Type of Car	Definition	Examples		
		1. Maruti Suzuki WagonR 2. Maruti Suzuki Celerio		

		<ol style="list-style-type: none"> <li>3. Maruti Suzuki Swift</li> <li>4. Hyundai i10</li> <li>5. Hyundai i20</li> <li>6. Tata Tiago</li> <li>7. Datsun Go</li> <li>8. Tata Bolt</li> <li>9. Hyundai Santro</li> <li>10. Tata Indigo</li> </ol>
Hatchback	<p>This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.</p>	<ol style="list-style-type: none"> <li>1. Honda Amaze</li> <li>2. Maruti Suzuki Dzire</li> <li>3. Tata Tigor</li> <li>4. Hyundai Xcent</li> <li>5. Ford Aspire</li> <li>6. Volkswagen Ameo</li> <li>7. Tata Zest</li> <li>8. Nissan Sunny</li> <li>9. Toyota Etios</li> </ol>
Sedan	<p>This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.</p>	<ol style="list-style-type: none"> <li>1. Maruti Suzuki Ciaz</li> <li>2. Honda City</li> <li>3. Volkswagen Vento</li> <li>4. Toyota Corolla</li> <li>5. Hyundai Verna</li> <li>6. Skoda Rapid</li> </ol>
Premium Sedan	<p>This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.</p>	<ol style="list-style-type: none"> <li>1. Maruti Suzuki Ertiga</li> <li>2. Maruti Suzuki Vitara Brezza</li> <li>3. Mahindra Scorpio</li> <li>4. Maruti Suzuki XL6</li> <li>5. Ford Ecosport</li> <li>6. Hyundai Creta</li> <li>7. Renault Duster</li> <li>8. Mahindra TUV300</li> <li>9. Mahindra XUV300</li> <li>10. Mahindra XUV 500</li> <li>11. Mahindra Bolero</li> <li>12. Mahindra Marazzo</li> </ol>
SUV	<p>This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.</p>	<ol style="list-style-type: none"> <li>1. Mahindra Bolero Camper</li> <li>2. Tata Xenon</li> <li>3. Mahindra Imperio</li> <li>4. Isuzu Dimax</li> </ol>
MUV	<p>This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT</p>	<ol style="list-style-type: none"> <li>1. Toyota Innova</li> <li>2. Toyota Innova Crysta</li> <li>3. Toyota Fortuner</li> <li>4. Ford Endeavour</li> <li>5. Jeep Compass</li> <li>6. Tata Hexa</li> <li>7. Tata Harrier</li> <li>8. Honda CR-V</li> </ol>
Premium SUV/MUV	<p>This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.</p>	

Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	1. Toyota Camry
		2. Honda Accord
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	3. Mercedes Benz E Class
		4. BMW 3 Series
		5. Audi A4
		6. Volvo S 90
		7. Jaguar XE
		8. Lexus ES
		9. Skoda Superb
		10. Skoda Octavia
		1. Mercedes Benz GLC
		2. BMW X3
		3. Audi Q5
		4. Jeep Grand Cherokee
		5. Land Rover Discovery Sport
		6. Jaguar F Pace
		7. Volvo XC 60
		8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24\*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.

Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.

2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:

1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service

2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustated below for reference:

#### Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service	24X7 Service		
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost ( in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multipled by factor 0.5	12.5	Multipled by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

#### **4.1 Service Details and Standards**

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.

#### **4.2 Defined Timelines**

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

#### **4.3 Service Assumptions**

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

#### **4.4 Limitations of Service Delivery (if any)**

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

#### **5 Service Provider's Obligation**

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Guidelines/Notifications/Regulations/Orders shall rest with the service provider only and the buyer will not be liable in any manner.
10. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
14. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

#### **6 Buyer's Obligations**

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.

6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.

7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.

#### 8. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

### 7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

#### 7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

#### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

### 8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1 <sup>st</sup> instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deductions of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.

7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-	After 2 <sup>nd</sup> instance, the service provider will have to replace the driver	
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-		After 1 <sup>st</sup> instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.	
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same deduction as imposed for 3 <sup>rd</sup> instance.

## 9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

### 9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

### 9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
  1. Increase or decrease in the quantity of vehicles
  2. Increase or decrease in duration of contract

## 11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- Breach of SLAs: The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

### Calculation Formula for the Service

$\$total = \$quantity * \$cost * \$duration\_in\_months$

$\$quantity$  = Number of Vehicle(s)

$\$cost$  = Monthly Base Fare (Per package) inclusive of GST

$\$duration\_in\_months$  = Duration in Months

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 1
2. Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 1

3. Minimum years (up to 5 years) of experience in related field : 1
4. Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years : 1
5. Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies : 1
6. Geographic Presence in States : Sambalpur, Odisha
7. Scope of Work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विकेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Office Registration Certificate For Geographical Presence : [click here](#)
3. Compliance With Motor Vehicle Act : [click here](#)
4. Proof Of Document For Ownership Of Vehicles With Service Provider : [click here](#)
5. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
6. Proof Of Document For Drivers On Payroll : [click here](#)
7. Work Order For Similar Experience As Proof Of Vehicle Provided In A Single Contract To A Government Agency In The Past Three Years : [click here](#)
8. Work Order For Similar Experience As Proof Of Vehicle Provided In The Past Year To Government Agencies : [click here](#)
9. Audited Financial Statement/statutory Auditor Certificate : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

#### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### नियम और शर्तें| Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

###### 2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

AO (Cash), BSNL, O/o GMTD Sambalpur

Account No.

365201010033050

IFSC Code

UBIN0536521

Bank Name

UNION BANK OF INDIA

Branch address

NEAR CHURCH, G.M. COLLEGE ROAD, SAMBALPUR, ODISHA, PIN-768001

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

###### 2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

AO (Cash), BSNL, O/o GMTD Sambalpur

payable at

SAMBALPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### **2.4 FORMS OF EMD AND FDR.**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

AO (Cash), BSNL, O/o GMTD Sambalpur

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### **2.5 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

AO (Cash), BSNL, O/o GMTD Sambalpur

Account No.

365201010033050

IFSC Code

UBIN0536521

Bank Name

UNION BANK OF INDIA

Branch address

NEAR CHURCH, G.M. COLLEGE ROAD, SAMBALPUR, ODISHA, PIN-768001

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### **2.6 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

## **SECTION-III**

### **GENERAL (COMMERCIAL) CONDITIONS**

#### **INTRODUCTION**

#### **DEFINITIONS:**

- (a) "The Tendering authority" means GM , Sambalpur BA.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The supplier/Service providers" means the individual or firm supplying the light commercial vehicles on contract.
- (d) The work Order" means the order placed by the Tendering authority on the Supplier signed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (e) "The Contract Price" means the price payable to the Supplier /Service provider under the work order for the full and proper performance of its contractual obligations.
- (f) Vehicle means vehicle having up to date fitness, valid commercial license, valid RC, valid insurance, valid PUC etc.

#### **SERVICES TO BE PROVIDED**

### **1. Services to be provided are given in Section-VI of this document.**

### **2. Eligibility Criteria for Bidders**

- a) The bidder should have GST registration certificate in the firm/bidder's name, as applicable under GST rule.
- b) The bidder should have PAN card of the firm/individual and furnish Income Tax return for the assessment Year 2022-23 ( FY 2021-22)
- c) Bidder should produce proof of ownership or lease holding of minimum one or more vehicle not older than 01.04.2019 (model). - (RC Book in case of ownership & RC book with lease deed agreement in case of lease holding has to be submitted). In addition documents like fitness, commercial license, Insurance, PUC should also be submitted by the bidder.
- d) The bidder should submit a declaration that he has not been black listed from BSNL/MTNL/ Any other PSU or any Govt. organization.
- e) The Bidder must have an experience of supplying minimum 01 no. of vehicle for at least one year to BSNL/ MTNL/ Central Government/State Government/ any public sector undertaking of Central Government/State Government during the last 03 financial years (FY 2020-21 to FY 2022-23) and should have satisfactorily completed works:

In case of Experience certificate in this regard is to be issued by an officer not below the rank of JAG/DGM level or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ Central Government/State Government/ any public sector undertaking of Central Government/State Government as the case may be.

Note: -Originals should be produced for verification before award of the contract.

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

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

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

**4.1 The bidder is requested to examine all instructions, forms, terms and specification in the document uploaded in GeM portal. 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.**

#### **CLARIFICATION OF BID DOCUMENTS:**

**4.3.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or at the Tendering authority's mailing address indicated in the Invitation for Bids. The Tendering authority shall respond in the e-portal to any request for clarification of the Bid Documents, which it receives before 17:00 hrs of 20.02.2024**

**4.3.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.**

#### **5. The scanned Documents as given in Check List / Requirements for Bidder (ATC) are to be uploaded in the GeM portal**

**Note-1 Originals should be produced for verification before the award of contract.**

**Note-2: - If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage. However tendering authority reserves the right to call for any clarification / missing / wanting documents.**

**5.1 (a) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/ performance certificates ,issued by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.**

**(b) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the participating bidder is found to be false/fabricated/tampered / manipulated at any stage during bid evaluation or award of contract then the PBG of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm .In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/annulled and BSNL would be at liberty to procure the awarded goods and services from any other source at the risk and cost of the defaulting bidder .Action would also be taken for banning business dealing with the defaulting firm.**

#### **6. Amendment to bid document**

**6.1) At any time, prior to the date of submission of bid, tendering authority 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.**

**6.2) Amendments, if any, to the tender document will be notified in the website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.**

**3) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.**

**6.4) It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document.**

<b>BSNL Contact-1</b>	
BSNL's Contact Person	AGM ( HR& ADMN) , O/o GM , BSNL Sambalpur BA
Mobile	9438075356 (M)
E-mail ID	agmplgsmb@gmail.com
<b>BSNL Contact-2</b>	
BSNL's Contact Person	SDE(MM) , O/o GM , BSNL Sambalpur BA
Mobile	9437902089 (M)
E-mail ID	sdemmsbp@gmail.com

7. **Deleted**

8. **Bid Forms.**  
The bidder shall completely fill in & sign the Bid form as per Section VII and submit along with tender document in the e-tender portal.

9. **Deleted**

10. **Clause by clause compliance.**  
A clause- by - clause compliance to all the terms & conditions of the tender document is to be submitted by the bidder. In case of deviation a statement of deviation shall be given.

11. **Bid Security**

(a) The bidders have to submit the EMD/BID Security

(b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract and furnishing the performance security.

(c) **A BID WITHOUT EMD /BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

12. **Deleted**

13. Deleted

14. Deleted

15. **Deleted**

16. **PRELIMINARY EVALUATION:**

16.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly digitally signed and whether the bids are generally in order.

16.2 Prior to the detailed evaluation, pursuant to clause 17, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.

16.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity and the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

16.4 The Tendering authority 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.

17. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 16.

17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amounting words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in Section V of the Bid Documents excluding GST.

17.4 Tendering authority may make counter offer against the prices quoted by L1 bidder.

17.5 The tender shall be evaluated by a committee to be appointed by the GM, BSNL Sambalpur BA. The Committee shall decide its own criterion of evaluation of tenders. The criterion decided by the committee for evaluation of the tender shall be final and binding on all the concerned.

18. **CONTACTING THE TENDERING AUTHORITY:**

18.1 Subject to Clause 4.3, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. **Award of Contract**  
Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security @ 5% of the estimated Tender Cost. The tendering authority shall have the right to keep more than one vendor at L1 rate.

#### Performance Security

The successful bidder shall be required to deposit an amount equal to 5 % of the Tendered value as Performance Security valid for 18 months. Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank. Performance Security will be discharged after 3 months of completion of contractor's performance obligations under the contract. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure

**Performance Security deposit @ 5% of the tender cost (for 18 months w.e.f. acceptance of LOI) to be submitted by successful bidder. However bidder may furnish option to deduct the PBG amount in equal proportion from the initial 6 months bills .In this regard undertaking to be furnished by the bidder.**      **OR**

**Bidder may submit undertaking to convert their non-refunded earlier PBG submitted for any OLD tender to the new NIT.**

#### **20. Right to vary quantities**

BSNL will have the right to increase or decrease up to 25% of the quantity of vehicles specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of the contract.

#### **21. Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the bidder. The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of deposit of PSD in this office. The agreement will be executed subject to confirmation of the submitted PBG from the concerned bank. In the event of failure of the tenderer to sign the agreement within 14 days of after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

#### **22. Annulment of Award**

**Failure of the successful bidder to comply with the requirement of clause 19 & 21 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security /PSD in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.**

#### **23. Period of validity of bids**

- (i) The bid shall remain valid for 120 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.
- (ii) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify his bid and the bid security will also be suitably extended.

#### **24. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

**The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.**

#### **25. The correction/modification, if any, in the tender document will be uploaded in the website i.e. <https://gem.gov.in> (URL of e-tender portal) up to 17:30 hrs of 20/02/2024 which will be treated as final. The amendments if any will not be published in the Newspaper.**

#### **26. Rejection of Bid:- The bid will be rejected in case of :-**

- i) Non-submission of document as per clause 2 & 5 of Sec III.
- ii) Bid quoted with conditional rate/adjustable price
- iii) Non-submission of bid security
- iv) Late submission of bid
- v) Non-acceptance of correction of price clause

#### **27. Deleted**

#### **28. PENALTY:**

- (a) In case the contractor fails to comply with any of the terms and conditions of the contract, a penalty shall be imposed as per clause 9 of section VI.
- (b) Proportionate deduction of amount will be made for unsatisfactory work as per clause 9 of section VI.

**29. VALIDITY:**

- (a) The rates quoted in the tender will have to remain valid throughout the contract period.
- (b) On execution of agreement with the successful tenderer the contract will remain valid for one year from the date of signing of the contract. The contract can be extended up to six months by GM, BSNL Sambalpur BA in interest of service.
- (c) The tender cost may be enhanced as per requirement of the tender value in interest of service in the event of extension of agreement period.

**30. Termination of Contract**

- (a) BSNL without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months notice in writing to the service provider.
- (b) 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.
- (c) If the contractor fails to perform any other obligation (s) under the General & Special Conditions of the contract.
- (d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the service provider.
- (e) Notwithstanding anything contained herein, GM, BSNL Sambalpur BA reserves the right to terminate the contract at any stage or time during the period of contract, by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) 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.

**31. 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.

**32. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (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.

**33. Arbitration**

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GM, BSNL Sambalpur BA of Odisha of Bharat Sanchar Nigam limited (BSNL) of Odisha 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 GM, BSNL Sambalpur BA 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GM, Sambalpur BA of BSNL, Odisha 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. Contractor 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The venue of Arbitration proceeding shall be Office of GM, BSNL Sambalpur BA or such other place as the arbitrator may decide.

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.

**34. Set Off**

- a 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.
- b In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- c If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

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**SECTION - IV**

**SPECIAL CONDITIONS OF CONTRACT**

1. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
2. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
3. 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.
4. 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.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non- executive employees working in BSNL(name of unit) & executive employees (also called Group-A & Group-B officers working in BSNL(name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - (a)Members of a Hindu Undivided Family,
  - (b)They are husband and wife,
  - (c)The one is related to the other in the manner as father, mother son(s), son's Wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister's husband( brother-in-law).
6. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm 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 tenderer/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. 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. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
8. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the GEM Bid.
9. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. 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.

SECTION - V

Tender for Hiring of Multi-Utility vehicle for Mobile Network in Sambalpur BA

Financial Bid – As per GEM Portal

SECTION - VI

INSTRUCTIONS TO BIDDER

1. **Service -Supply of commercial vehicles on demand with licensed drivers, on hiring basis for running within the jurisdiction of GM, BSNL Sambalpur BA for maintenance of mobile network in Sambalpur BA. The essence of the contract is to provide prompt punctual, efficient, safe, courteous and quality service**
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 six months if agreed by the Contractor and BSNL on the same rate, terms and conditions with proportionate enhancement in tender cost.**
3. **Quantity - Estimated number of vehicles to be hired is 01 (One) nos. of MUV. However it should be clearly noted that BSNL should place the order only as per the actual requirement from time to time.**
4. **Duty Hours - Ten hours per day on all working days of month except Sundays / national holidays. However actual hours to be deployed shall be specified by users of vehicles. In case of requirement, the vehicle has to be provided on Sunday / National Holidays & weekly off will be**

provided in the following week

5. **Notice Period**

- I) For regular requirements one day in advance.
- II) Telephonic intimation shall be considered as notice.

6. **Reporting** - Any place within the jurisdiction of GM, BSNL, Sambalpur BA. Actual place of reporting shall be specified by users of vehicles

7. **Counting of Distance** - From starting point of user and the closing at the point where user completes his travel

8. **Accuracy of Meter** - 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 at any time at his sole discretion.

9. **Penalties**

(i) In case of break down, vehicles have to be replaced by another immediately within one hour. In case of non-supply of suitable vehicle a penalty up to Rs. 500/- 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) In case of non-supply of vehicles penalty of Rs.500/- Per day shall be imposed in addition to deduction at pro-rata basis for that day.

iii) In case of non-supply of vehicles during extra hrs. Penalty of Rs. 500/-per occasion shall be imposed.

iv) If the vehicle provided by the Service Provider is found to be not in a 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 GM, BSNL Sambalpur BA would be final.

v) Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, tax, model, Registration, commercial etc.

vi) Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal penalty as given (ii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

vii. In case of non-supply of vehicle or unsatisfactory performance, GM, BSNL Sambalpur BA reserves the right to use another vehicle by available suitable alternative at the risk and cost of the contractor.

10. Intending bidder must have a mobile phone where requisition of vehicles can be conveyed after the 24 hrs. Mobile No. must be specified in the bid.

11. No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.

12. Payment of any Govt. tax or duty for plying the vehicles under GM, BSNL, Sambalpur BA will be liability of contractor.

13. Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.

14. Intending bidder should arrange issue of proper Identity Cards to the driver of the vehicle after verifying the antecedents of his drivers thro' Local Govt. offices.

15. Consumables - Consumables like diesel, lubricant, tyres, battery and repairs, maintenance, taxes, insurance etc. will be borne by the service provider.

16. The rates will be finalized for Calendar month .But, the payment will be made proportionately for the number of days for which the vehicle is used by the controlling officer that is (Monthly rent/no of days of that month)\*no of days the vehicle used.

17. Detention / Night Halt / Over time - The vehicle may be deployed in any place within the jurisdiction of GM, BSNL, Sambalpur BA. In case detention of the vehicles at any particular station other than the headquarter is required due to night halt, the night halt amount will be paid . The duty will be treated as terminated at the end of journey at the out station. The normal duty of the vehicle will start from 09:00 AM to 07:00 PM, beyond 07:00 PM extra hours will be paid as per the approved rate for 3 Hours and beyond that Night halt will be charged. Detention charges will be paid only when the vehicle is actually used for work, in case of halt during night, or else only night halt charges will be paid

18. The vehicle should always be provided in good & trouble free running condition.

19. Vehicles upkeep shall be in good conditions along with good and clean seat covers.

20. The vehicle is to be maintained by the contractor at his own cost. The tendering authority will not be liable for any payments to the contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/contractor to report with Police and other administrative authorities.

21. All the cases including those filed in the court of law due to breach of normal traffic rules or

**due to accident, labour dispute etc. is to be defended by the contractor himself and no extra amount will be paid by the BSNL in this regard.**

**22. The contractor will have to always maintain valid vehicle Registration Certificate, Insurance papers, PUC, Tax payment documents etc. to avoid any kind of tussle with any other Government agencies en-route or at any time and should submit its photo copies duly Self attested. The original of these documents will always be made available with the driver while running the vehicle.**

**23. The vehicle should have a valid Taxi license (Commercial).**

**I. The vehicle should not be used outside the jurisdiction of GM, BSNL, Sambalpur BA unless the programme is approved by GM, BSNL Sambalpur BA. The Contractor should have a Telephone in Office and residence.**

**25. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. The BSNL shall not be liable to pay any extra amount for his night halt.**

**26. The driver should be literate of M.E. standard or above, obedient, disciplined, well dressed and well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the Driver from these normal requirements, the contractor will be required to replace the Driver with a new one. The driver should be polite and behave decently. If the BSNL officer is not satisfied with the behavior of the driver, the contractor has to replace a driver immediately.**

**27. The driver is to maintain a separate Logbook for this purpose for signing by the Users, which would be produced to the Department Controlling Authority (to be specified in the Work Order) for verification as and when required.**

**28. The driver will report for duty to the Controlling Authority (to be specified in the Work Order).**

**29. Debarring Conditions:-**

- I. No sub-contracting of the service allotted is permissible.
- II. Tampering of meter readings, Usage timings, overwriting of Log book and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- III. Service provider shall not engage any person below 18 years of age.
- IV. No vehicle should be supplied having registration in the Name of any employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim. Also the vehicles must not be registered as private vehicles.

**30. Price Variation :No escalation is admissible on any account what so ever during the first three months of the contract. After three months of the contract increase or decrease in fuel charges will be worked out and paid only when the variation to base rate is + or - 5% based on the following formula.**

**Increase or Decrease in Diesel / fuel during the month**

=

**Actual Kms run by the vehicle x ( Revised rate per Liter - Base rate per Liter )**

**Average Km per Liter of Diesel / Fuel**

**consumption ( KMPL )**

**Note : The base rate of Diesel / fuel is the prevailing rate of commencement of work / contract. The average KMPL is to be assumed as 12 km for MUV segment. If there is decrease in fuel price, formula will indicate negative figure which means deduction shall be done from the bill.**

**The service provider shall submit supplementary bill for the reimbursement towards increase in fuel price on monthly basis without accumulation. The supplementary bill is to be supported with the proof of fuel price prevailing on 1<sup>st</sup> of the month. Similarly the concerned section has to watch properly regarding decrease in the fuel price.**

**31. All requirements under Law i.e labour etc. will be the responsibility of the contractor.**

## SECTION -VII

### BID Form

To

From

The GM, BSNL Sambalpur BA

(Complete address of Bidder)

Bidder Ref No. ....

Dated

GEM Bid NO. GEM/2023/B/ 4625300

Dated 13/02/2024

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. ....dated .....the receipt of which is hereby duly acknowledged , we, the undersigned, offer to supply the commercial MUV in conformity with conditions of contract and charges attached herewith and made part of the financial Bid.
2. Bid submitted by us is as per the guidelines / instructions given in the Electronic Tender System .
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract in accordance of tender document.
7. Until an Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated this .....Day of .....2024.

Signature

Name

In capacity of

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

Witness

Signature

Name

Address .....

## Section-VIII

### CERTIFICATE OF NON-PARTICIPATION OF NEAR RELATIVES IN BSNL

I,.....,S/o .....resident of .....  
.....Certify that none of my near relatives as defined below is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

**Signature of tenderer**

**with date & seal**

**N.B.:- The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person.**

**Definition of near relatives:-** The near relatives of all BSNL employees means (Non- executive employees working in BSNL, & executive employees ( also called Group-A & Group-B officers) working in BSNL, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

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

#### **SECTION-IX**

##### **AGREEMENT (Sample Format)**

An agreement made this ..... between GM, BSNL Sambalpur BA hereinafter called the BSNL to the context include his successors and assignees on the one part and ..... having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: hiring of commercial multi utility vehicles & car for use in Sambalpur Telecom District for various departmental works. Details of Scope, Specification and Job Description are as per the details given in the original tender document vide GEM Bid No: GEM/2023/B/4625300 , dated 13/02/2024

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document.

Now this agreement and it is hereby agreed and declared as follows.

- 1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide GEM Bid No: GEM/2023/B/4625300 , dated 13/02/2024 (along with its enclosures) annexed hereto and such other additional particular instructions as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contractual documents" wherever herein used.**
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required commercial MUV vehicles and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the services provided by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from ..... to .....
6. Performance Security Deposit of Rs.....is furnished below:-



5. Permanent Address / Registered Address:

6. Telephone No.(a) Office: \_\_\_\_\_(b) Residence: \_\_\_\_\_

FAX No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Email: \_\_\_\_\_

7. Income Tax PAN:

8. Bank A/C No. & Bank details:

9. Experience particulars:

10. GST Regn. NO.:-

Date : Signature of Tenderer :

Place :

Section:- XII

Undertaking

This deed of undertaking executed on this ..... Day of ..... Two thousand and ..... by ( Name of sole proprietor/Partner/Director/authorized representative ,the firm, company, Trust, Society, etc.).....S/O..... residing at..... on behalf of said M/s .....  
.....(Name of 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 of Bharat Sanchar Nigam Limited, a Government Of India Undertaking having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, and local office at Door Sanchar Bhawan, BSNL Bal angir wherein after called BSNL(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/s BSNL invited bids for.....I/we participated in the bidding process and emerged as successful bidder with respect to GEM Bid no.: GEM/2023/B/4625300 dated: 13/02/2024. I/We ..... acknowledge that I/We..... have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that ;

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.

I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, 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 any breach /violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of workers/labourers engaged by the service provider in past and during the course of this contract.

OR

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.

OR

Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instructions, etc.

Declaration

The tenderer hereby covenants and declares that all the information, documents, Xerox copies of documents/certificates enclosed along with the tender document are correct and if anything found false and/or any suppression of fact is detected at any time, tender will be terminated & EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender document & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter in to the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

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

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

Date:-

Place:-

(Signature.....)

Name:.....Designation:.....

Witness:1:-.....

2 :.....

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### **SECTION-XIII**

#### **PERFORMANCE SECURITY GUARANTEE(BOND FORM)**

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt ..... (hereinafter called the "Contractor(s)") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. .... Dated..... made between..... and..... for..... for the supply of ..... (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for ..... we, (Name of the Bank) ..... (hereinafter referred to as "the Bank") at the request of ..... (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or 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 he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. 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 during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till GM, BSNL, Sambalpur BA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO YEAR** from the date hereof, we shall be discharged from all liability 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 hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and 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, act or 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 BSNL in writing.

Dated the ..... date .....

For..... (indicate the name of the Bank)

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### **SECTION-XIV**

#### **(SOR) SCHEDULE OF REQUIREMENT OF VEHICLES**

**List of locations where vehicles are to be provided**

Sl. No	Location to Report	Officer to be reported	Proposed vehicle	Location
1				

**Annexure-A**

**STATEMENT OF VEHICLES OWNED/ON LEASE TO BE SUPPLIED BY THE BIDDER**

Bidder's Name:-

Details of "Owned /leased " vehicles not earlier than 01.04.2019 in our fleet of operation as on date of GEM Bid No: GEM/2023/B/4625300 , Dated 13/02/2024

Sl. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type (Bolero etc. Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
01									
02									

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.*

Place :

Signature of the Tenderer:-

Date

Name of the Tenderer:-

**Annexure-B**

**Declaration of supply of commercial vehicles**

I,.....(authorized signatory) hereby declare that I shall supply commercial vehicles of not earlier than 01.04.2019 for the required number of vehicles as per Annexure-A.

Place : Signature of the Tenderer:-

Date Name of the Tenderer:-

### **ANNEXURE - C**

#### **DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE**

I,..... (Authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place: Signature of the Tenderer:-

Date Name of the Tenderer:-

### **Annexure-D**

#### **DECLARATION OF NON-TAMPERING OF TENDER DOCUMENT**

1. I, .....(authorized signatory) hereby declare that the tender document submitted downloaded from the website "https://gem.gov.in (URL of e-tender portal) and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/ correction/ tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place : Signature of the Tenderer:-

Date Name of the Tenderer:-

Annexure-E

Declaration for Downloading the tender Document.

"I .....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://gem.gov.in> (URL of e-tender portal) and no addition/deletion/correction has been made in the proforma downloaded.

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Place: Signature of the Tenderer:-

Date Name of the Tenderer:-

Sl. No.	Description	Remarks ( Yes(Y), No (N), Not Applicable (NA) ( √ Tick Whichever is Applicable)		
		Y	N	NA
1	Scanned copies of all pages of Tender document signed with date and seal by the tenderer or Authorized Person			
2	Self Attested copy of valid registration of the firm/agency recognized by Govt. of India /State Govt. as Tourist Transport operator or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm or Proprietorship or Any other category.			
3	EMD/BID Security			
4	Self Attested copy of GST registration certificate in the firm/bidder's name, as applicable			
5	Experience certificate of as per Tender Condition submitted from a DGM level officer			
6	Self-Attested Photo copy of PAN Card & IT return for Assessment Year 2022-23			
7	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
8	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable/ article of association or memorandum of Association in case of co-proprietorship deed (as the case may be)			
9	Self Attested copy of RC books / lease deed with RC Book for the number of commercial vehicles owned/leased			
10	Self-Attested copy of Bid form duly filled and signed. <u>Section - VII</u>			
11	No near relative certificate duly filled in and signed by all the partners or Directors (as the case may be). <u>Section VIII</u>			
12	Scanned copy of Letter of Authorization to Tender Opening Event (TOE). <u>Section X</u>			
13	Self Attested copy of Tenderer's Profile as per <u>Section XI</u> .			
14	Self Attested copy of Undertaking & declaration as per format at <u>Section - XII</u> .			
15	<b>Statement of vehicles Owned / On Lease to be supplied by the bidder. Annexure-A</b>			
16	Self Attested copy of Declaration that the firm will be able to supply commercial vehicles of not earlier than 01-04-2019. <u>Annexure-B</u>			
17	Self-Attested copy of Clause by clause compliance duly filled and signed <u>Annexure-C</u>			
18	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed <u>Annexure-D</u>			
19	Self Attested copy of Declaration for Downloading the tender Document . <u>Annexure E</u>			
20	Copy of the RC Book, Road Tax Permit, Vehicle Insurance Policy, Taxi Permit, Fitness Certificate, lease deed etc. for those number of vehicles for which the bidder will be awarded contract at the time of signing of "Agreement for Hiring of Vehicles"			
21	Self Attested copy of the Check list duly filled in			

**Note-1:**

- If any document is not applicable to the bidder, one declaration to that effect citing the reason of non-applicability should be uploaded against that serial in one plain paper with seal and signature.**
- It is strictly instructed that documents should be uploaded in order as detailed above**
- No document should be uploaded twice.**
- If document asked for contains more than one page then all those pages may be uploaded in one PDF file.**
- Documents for Sl no. 11 to Sl no. 20 should be downloaded from Buyer added specific ATC,**

**duly filled up and uploaded in GEM portal.**

- 6. For SI no.1, GEM Bid Document must be downloaded from GEM portal and all pages should be duly signed by bidder and uploaded in GEM portal.**
- 7. All the documents mentioned above needs to be self-attested and uploaded in GEM portal otherwise bids are liable to be rejected.**

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....Date:.....

*2.7 Buyer Added Bid Specific ATC:*

Buyer uploaded ATC document [Click here to view the file.](#)

*2.8 Buyer Added Bid Specific SLA:*

File Attachment [Click here to view the file.](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.