

Price Rs.563/-

Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)



BID DOCUMENT

TENDER DOCUMENT FOR HIRING OF VEHICLES FOR
FIELD & HQs DUTIES OF HASSAN SSA

NIT No. G-29/Hired Vehicle-Tender/2009-10/1 dated at Hassan the 20-7-2009

Document No.	
ISSUED TO[NAME & ADDRESS]	
DD/CASH RECEIPT NO	
DT OF ISSUE	
Signature of issuing officer	

SECTION-I
Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

On behalf of Bharat Sanchar Nigam Limited, The General manager, Telecom District, Hassan invites sealed tenders from Registered Travel Agencies/Transport contractors/Tourist taxi owners for providing taxi like Non A/c Ambassador cars/ Tata Indica/Tata Indigo/ Qualis/Trax/ Tata Sumo.of 2005 or later models. The bidders responding to the NIT can quote rates for any one or more number of vehicles.

Sl No	Name of the User	No of Vehicles	Type of Vehicle	Monthly Hire Slab	EMD in Rupees
01	GM Hassan	01	Non A/C Ambassador/TATA Indica	1000 Kms/Month	3,000/-
02	DGM Hassan	01	TATA Indigo/TATA SUMO/TRAX/QUALIS	1000 Kms/Month	3,000/-
03	AGM(Planning) Hassan	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
04	D E Sakleshpura	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
05	AO(Cash) Hassan	01	Non A/C Ambassador/TATA Indica	1000 Kms/Month	3,000/-
06	SDOT Hassan	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
07	SDOT Arsikere	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
08	SDE(Groups) C R Patna	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
09	SDE Arkalgud	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
10	SDE Belur	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-
11	SDE Mobile Service Hassan	01	TATASUMO/TRAX/QUALIS	2000 Kms/Month	4,000/-

Intending eligible bidders may obtain Bid Document from Sub-Divisional Engineer (General),O/o the General Manager,5th Floor,BSNL Bhavan,BM Road ,Hassan on payment of Rs 563/- (Rs. Five Hundred Sixty three only) (non refundable) on all working days up to 15.00 hrs of --.--2009. The payment will be accepted in the form of Crossed Demand Draft drawn on any Scheduled Bank in Hassan in favour of “BSNL, Hassan TD” Bidders shall have to deposit as Bid Security in the form of Bank Guarantee / Demand Draft along with the bid.

Schedule to the invitation of Tender

1. Designation and address of the authority
Inviting tender : GENERAL MANAGER, BSNL, HASSAN.
2. Tender No. G-29/Hired Vehicle-Tender/2009-10 /1 Dated 20/07 /2009.
3. Time and last date of issue
of Bid Document 15.00 Hrs. of 17-08-2009
4. Time and Date of
Depositing tender/bid 15.00 Hrs. of 18-08-2009.
5. Time and date of
Opening of Tender 15.30 Hrs. of 18-08-2009.
6. Minimum Validity of
Tender offer 150 days from the date of opening.
7. Type and number of vehicles required Ambassador Cars / Tata-Indica / Multi utility
vehicle like Tata Sumo/TRAX/QUALIS/
TATA Indigo
Approx. quantity 11 numbers.
8. Duration of contract One year...

Bid Document and subsequent clarifications on bid terms if any can be down loaded from BSNL web site www.karnataka.bsnl.co.in/tender/telecom/tender_ssa.htm. If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs.563/- as cost of documents and the same should be enclosed with the tender document along with Bank Guarantee or crossed DD for Bid security [EMD] amount depending upon the Vehicle applied.

Ph no: 958172-259223

**Assistant General Manager (Admn),
O/o the General Manager, BSNL,
Hassan-573201.**

SECTION-II

SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and executes the work through their Supervisor.

The Bidder responding to this NIT has to quote for any one or more number of vehicles.

Monthly KM Hire Slab:

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on vehicles is required and the estimated number of such **hiring per Month** for different stations are tentatively indicated below.

Monthly Hire slab	Name of the User	Quantity of Non Air-conditioned Ambassador car / Tata Indica	Quantity of TRAX/ TATA SUMO/Tata Indigo/ QUALIS,
		A	B
1000 KMs / month	G.M,Hassan	1	-
	DGM, Hassan	-	1
	A.O (Cash)	1	-
2000 KMs / month	AGM, Planing	-	1
	DE, Sakleshpur	-	1
	SDOT, Arsikere,	-	1
	SDOT Hassan,	-	1
	SDE,Belur	-	1
	SDE,Arkalgud	-	1
	SDE(Gr)C.R.Patana	-	1
	SDE(Mobile, Hassan	-	1
Total		2	9

The vehicles shown above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc.

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, **registered as commercial vehicles [Yellow Board]** on hiring basis for running within the jurisdiction of Hassan SSA. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 17.2 of Section IV of tender document.
3. **Duty Hours of vehicles** are normally for ten hours per day from 9000Hours to 1900Hours on all days of month including Holidays. However actual duty hours / days shall be specified by the actual user of the vehicle.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of Hassan SSA. Actual place of reporting shall be specified by users of vehicles.
6. **counting of Distance** from the place of reporting to the place of return / halt as the case may be.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.
 - (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
 - (v) **Statutory Requirements-** It is mandatory to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
 - (vi) **Govt.Tax / Levy / Duty** other than Service Tax for plying the vehicles in Hassan SSA / Karnataka, all other levies will be borne by the Vehicle contractor.
 - (vii) **Parking / Toll Charges**, if any, may be borne by the contractor.
 - (viii) **Drivers** attested copy of driving license should be submitted during the contractual period.
 - (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
 - (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.

- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Unused KMs** if any during a particular month will be carried over to the subsequent **Three** months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
- (xiv) **Vehicles hired are liable to be used anywhere in Hassan SSA and no extra charges are payable.**
- (xv) **The service provider shall establish office at SDCA Headquarters for the purpose of operation of vehicles, for receiving the information, supply of the vehicles and other related activities as per tender conditions.**
- (xvi) **The service providers shall provide the address, telephone numbers and mobile numbers in respect of him and his establishment, Office personnel and drivers appointed for the purpose, along with the bid.**
- (xvii) **The vehicles should possess the carriage capacity for carrying the materials of BSNL safely.**

9. Debarring Conditions:-

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

9. BSNL will not have obligation:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) 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 Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any legal dispute that may arise between the service provider and his workers.

10. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In such case of break down and in non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occassion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability / non supply of vehicles for any particular day including on holiday when ever user requires vehicle penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GM, BSNL Hassan would be final.
- (v) No payment will be made if the vehicles supplied by the Service Provider was older than 2005 Model.
- (vi) Service provider Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

The bidder should own or have on company lease sufficient number of commercial vehicles registered with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than 2005 model. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2005 (year) shall be provided.

2. Right to Accept or Reject:

BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BSNL.

3. Bid Forms:

3.1 The tender should be submitted in envelope should be superscripted “**Tender for Hiring Vehicles**”. Envelope is to be duly sealed by wax/Tape on adjoining corners.

3.2 Tender will be opened in the presence of Bidders or their authorized representative. on the due date of opening i.e. **15.30 Hrs. on 18-08-2009**. The bidder shall submit authorization letter to this effect before they are allowed to participate in bid opening. (Format is given in Annexure-4)

3.3 Bidder shall furnish the documents as per **Annexure-1**

3.4 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V**. addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.4 The duly filled tenders must be accompanied with a **Bank Guarantee depending on number of vehicles applied, valid for 180 days** from the date of tender opening as Bid Security as per format at **Annexure-3 or in the form of Demand Draft**.

3.6 Tender should be submitted to The Assistant General Manager (Admn),Office of the General Manager,BSNL,5th Floor, BSNL Bhavan, BM Road,Hassan, Bharat Sanchar Nigam Ltd., on or before 1500 Hrs. of 18-08-2009.

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

3.8 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document, which it receives not later than 7 days prior to the date of opening of Tender.

3.9 At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

3.10 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

3.11 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 opening**

BSNL shall open the bid, in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. The bidder shall submit authorisation letter to this effect before they are allowed to participate in bid opening (Format is given in **Annexure-5**).

5. **Bid Evaluation**

5.1 a) Lowest Rate will be arrived as mentioned in NIT on the basis of minimum rate of Vehicles Plus weight age for the rate quoted for additional Kilometers beyond minimum Kilometer.

b) The rate to be quoted for each additional Km beyond monthly minimum run of 1000/2000Kms shall not exceed below mentioned limit. The bid is liable for Rejection in case the bidder quotes more than the rates mentioned below:

- (i) **Rs.5 per Km for above 1000 Kms , Rs.4.75 per KM for above 2000 KMs up to 2500 KMs in case of Tata Sumo/Traxs/ Qualis,**
- (ii) **Rs.4.50 per Km for above 1000 Kms , in case of non-AC Diesel Ambassador Car/Tata Indica etc.**
- (c) **The rates should be quoted only in Rate schedule (Section-V) enclosed to this tender notice The rate quoted shall be inclusive of all taxes, levies an Duties except ST,EPF and ESI. ST is to be shown separately in column provided in the rate schedule of Section V. The percentage of EPF&ESI can be claimed for Drivers as per the minimum wages act.**

Note: Service Tax,

The contractor shall claim these Taxes as per the applicable rate with a valid Registration number printed on the invoice/bill. The proof of payments made of ST has to be submitted along with the next month bill for payment.

6. **Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4** of bid document.

7. **Right to vary quantities**

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any

change in hiring charges of the offered quantity and other terms and conditions.

8. Signing of Contract

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

8.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 12**.

9. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

10. Period of validity of bids

(i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

11. Bid Price.

11.1 The supplier shall quote price as per schedule given in **Section V** for Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

11.4 The rates of over time and Night halt are prefixed by BSNL Hassan telecom District as under.

- a) Over time charges beyond 10 Hrs of duty in a day is Rs 25/- per hour subjected to a maximum of Rs 100/- per day.
- b) Night Halt charges is Rs 100/- per day. No over time is payable for the days on which Night halts are paid.

12. Bid Security

12.1 Pursuant to **clause 3.5**, the bidder must deposit, Rs.3,000/- /Rs.4,000/-per vehicle depending upon the number of vehicles applied as Bid Security. The Bid Security shall be in the form of **Bank Guarantee valid for 180 days or in the form of Demand Draft** from the date of tender opening and may be submitted in separate cover.

12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

13. The Bid Security may be forfeited:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

- i) to sign contract in accordance with clause 18
- ii) to furnish performance security in accordance with clause 17 of Section IV
- iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening state and returned to the bidder unopened.
- iv) The bid security of unsuccessful bidder will be discharged / returned as early as Possible but not later than 30 days after the expiry of the period of bid validity.

14. Terms of Payment:

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the **office of user**. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

15. Clause by clause compliance.

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **U/S II** and General & Commercial Conditions **U/S-III**. In case of deviation a statement of deviation shall be given.

16. Duration / Period of Contract:

Contract will be awarded for 1 (one) year.

17. Performance Security:

17.1 The successful bidder shall be required to deposit an amount of Rs. 3,000/-,4,000/-per vehicle, if the vehicles allotted to different successful bidders according to number of vehicles, within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security.

17.2 Performance Security shall also be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-4** of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

17.4 If the Service Provider 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.

18. Termination of Contract

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications 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.

18.3 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

9. Termination for insolvency

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

20. Insurance

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

21. Prices:

21.1 The rates should be on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

21.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

21.4 In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

22. Miscellaneous Conditions:

22.1 BSNL reserves right to counter offer price against price quoted by the bidder.

22.2 The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

22.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

22.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fail to honour their bid without sufficient ground.

23. 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 on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

24. Arbitration:

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

24.2 The venue of Arbitration proceeding shall be Office of G.M.BSNL, Hassan at or such other place as the arbitrator may decide.

24.3 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.

25. Set Off (Recovery of Sum Due):

25.1 Any sum of money due and payable to the Service Provider (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 Service Provider with BSNL.

25.2 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 sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

25.3 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.

SECTION-V

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

RATE SCHEDULE FOR HIRE CHARGES

Sl No.	Type of Vehicle /Model	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for minimum run of)	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI.		Service Tax %.
				In Figures	In Words	
1.	Diesel NON A/C Ambassador Car/ Tata Indica.	HASSAN 2 No.	1000KMs Per month.			
			Rate per KM beyond monthly minimum of 1000 KMs			
2.	TATASUMO /TATA INDIGO/ QUALIS/ TRAXS	HASSAN 1 No.	1000KMs Per month.			
			Rate per KM beyond monthly minimum of 1000 KMs			
		HASSAN 2 No	2000 KMs Per month			
			Rate per KM beyond monthly minimum of 2000 KMs			
3.	TATASUMO / QUALIS/ TRAXS	BELUR 1 No.	2000 KMs per month			
			Rate per KM beyond monthly minimum of 2000 KMs			

NOTE:- 1. The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender Document while quoting rate.

2.. The percentage of EPF and ESI can be claimed as per the minimum wage Ac for Drivers. Service tax @ 4.9% with 2% Ed cess and 1% H.Ed cess on service tax.

Type of Vehicle /Model	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for monthly minimum run of	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI.		Service Tax %
			In Figures	In words	
TATASU MO/ QUALIS/ TRAXS	ARKALGUD 1 No.	2000 KMs/month			
		Rate per KM beyond monthly minimum of 2000 KMs			
TATASU MO/ QUALIS/ TRAXS	SAKLESHPUR 1 No.	2000 KMs/month			
		Rate per KM beyond monthly minimum of 2000 KMs			
TATASU MO/ QUALIS/ TRAXS	ARSIKER E 1 No	2000 KMs Per Month.			
		Rate per KM beyond monthly minimum of 2000 KMs			

NOTE:- The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender document while quoting rate.

SI No.	TATASU MO/ QUALIS/ TRAXS	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for monthly minimum run of	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI.		Service Tax %
				In Figures	In words	
		C.R.Patna 1 No.	2000 Kms Per Month.			
			Rate per Km beyond monthly minimum of 2000 Kms			
	TATASU MO/ QUALIS/ TRAXS	SDE(Mobile) Hassan 1 No.	2000 Kms Per Month.			
			Rate per Km beyond monthly minimum of 2000 Kms			

NOTE:- The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender document while quoting rate.

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

Name of Tenderer
Designation with seal.

**SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF BSNL
HASSAN SSA**

Tender Ref:

Date:

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

1.	Name and Postal Address of the Bidder: _____ _____ _____ Phone: _____ Mobile: _____ Fax: _____ E-Mail: _____
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof) <input type="checkbox"/> <input type="checkbox"/> Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category(please specify) f. Sister concern of(please specify name)
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)
3.b	Service Tax Registration Number : (attach Proof)
3.c	Registration/Allotment Number of ESI (Attach proof) : _____ EPF (Attach Proof) : _____ Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : _____
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years
5.	Detailed Statement of Registered commercial vehicles of not older than 2005 year as per format at Annexure-2.

DATE

SEAL

SIGNATURE

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of "OWNED" Vehicles of 2005 Year model or less in our fleet of operation as on date:									
SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Ambassador/ Tata Indica/ TataSumo/ Qualis. Trax. (Please specify))	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.

Declaration:

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

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

BID SECURITY BOND

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

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

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
 - (a) fails or refuses to execute the Contract, if required, or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness
Name of Witness
Address of Witness

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

PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount _____ not _____ exceeding _____ Rs.
3. We undertake to pay to the BSNL, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the 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 Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(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 Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____
(Indicating the name of the bank)

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

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

To

The
Bharat Sanchar Nigam Ltd.

Subject – Authorisation for attending bid opening on _____ (date) in the
Tender of _____.

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

Order of Preference	Name	Specimen Signature
----------------------------	-------------	---------------------------

I.

II.

Alternate Representative

Signature of bidder

Or

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

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

ANNEXURE-6

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No.....

Date.....

(to be filled by contractor)

1. Regn. No of Vehicle :.....
2. A/C or Non-A/C, Model & Year, petrol/Diesel/CNG.....
3. Name, Designation & address of user
-
-

(to be filled by user)

4. Purpose of Journey (detail)
5. Places visited
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc.....
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2009 between _____ M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Shri. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through its authorized official Shri. _____, at Circle/ TDM Office at _____. The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

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

1. The Service Provider shall during the period of this contract, that is to say from _____2009 to _____2010 or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2005 year model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained, which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. Service Provider will provide vehicles to BSNL not older than 2005 years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the concerned Section on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued through local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of records of the completed log register maintained by the service provider as per Annexure-9, the Service Provider shall raise the bills to BSNL. **Counting of Distance** is the from the place of reporting to the place of return / halt as the case may be.
9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of Bid Document.
10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section III of Bid Document.
11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-
 - 11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs 500 per occasion.
 - 11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
 - 11.3. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In such case of break down and in non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever.

13. The Bid Document No. G-29/ Hired vehicle-Tender/2009-10/1 Dated 20-07-2009 Schedules annexure/appendix which we annexed to this agreement, as schedule "B" respectively shall form part and parcel of this Agreement and integral part of this agreement.

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

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

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

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

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

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

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

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document..

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

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

The venue of Arbitration proceeding shall be Office of G.M, BSNL Hassan of BSNL at Hassan.

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

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

26. Not with standing any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix –V duly attested by a Magistrate / Executive Magistrate.

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

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Name and designation of the Officers.
Bharat Sanchar Nigam Limited

Address : _____

Tel : _____ Fax : _____ E-mail : _____

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

Signed _____

Signed _____

For and on behalf of the BSNL
Name (caps) _____
Position _____
Date _____

For and on behalf of the Service Provider
Name(caps) _____
Position _____
Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

Sl No .	Type of Vehicle /Model	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for monthly minimum run of)	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI .		Service Tax %.
				In Figures	In Words	
1.	Diesel NON A/C Ambassador Car/ Tata Indica	HASSAN 2 No.	1000KMs Per month.			
			Rate per KM beyond monthly minimum of 1000 KMs			
2.	TATASUMO /TATA INDIGO /QUALIS/ TRAXS	HASSAN 1 No.	1000KMs Per month.			
			Rate per KM beyond monthly minimum of 1000 KMs			
		HASSAN 2 No	2000 KMs Per month			
			Rate per KM beyond monthly minimum of 2000 KMs			
3.	TATASUMO / QUALIS/ TRAXS	BELUR 1 No.	2000 KMs per month			
			Rate per KM beyond monthly minimum of 2000 KMs			

NOTE:- 1. The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender document while quoting rate

2. The percentage of EPF and ESI can be claimed as per the minimum wage Act for Drivers. Service tax @ 4.9% with 2% Ed cess and 1% H.Ed cess on service tax

Type of Vehicle /Model	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for monthly minimum run of	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI.		Service Tax %
			In Figures	In words	
TATASUM O/ QUALIS/ TRAXS	ARKALGUD 1 No.	2000 KMs/month			
		Rate per KM beyond monthly minimum of 2000 KMs			
TATASUM O/ QUALIS/ TRAXS	SAKLESHPUR 1 No.	2000 KMs/month			
		Rate per KM beyond monthly minimum of 2000 KMs			
TATASUM O/ QUALIS/ TRAXS	SDOT, ARSIKER E 1 No	1000 KMs Per Month.			
		Rate per KM beyond monthly minimum of 1000 KMs			

NOTE:- The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender document while quoting rate.

Sl No.	Type of Vehicle /Model	Station & Estimated No. of Vehicles	Job Description (Monthly Charges for minimum run of	Hire charges per vehicle Per month inclusive of all Taxes but excluding ST,EPF &ESI.		Service Tax %
				In Figures	In words	
7	TATASU MO/ QUALIS/ TRAXS	SDE(Gr) C.R.Patna 1 No.	2000 Kms Per Month.			
			Rate per Km beyond monthly minimum of 2000 Kms			
8	TATASU MO/ QUALIS/ TRAXS	SDE (Mobile) Hassan	2000 Kms Per Month.			
			Rate per Km beyond monthly minimum of 2000 Kms			

NOTE:- The attention of the tenderers is drawn to Section-IV clause 5 and 11 of tender document while quoting rate.

B.S.N.L.

[A Government of India Enterprise]
(Part of Agreement for vehicle hire)

The List of authorities

(Approved by Head of Hassan SSA)

Period of contract: - From ___-___-2009 To ___-___-2010.

Name of the SSA : HASSAN

Name of Circle KARNATAKA.

Sl.No	Name of Unit	Address	No of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-I/II	Monthly Contracted KMs
--------------	---------------------	----------------	---	---	-------------	------------------------	-------------------------------

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(only by specified authority)

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated _____ between _____ (the Service Provider) and _____ , the Authority (the BSNL)

Order details

BSNL's order number _____ Service Provider's reference _____

Name of Hiring unit _____

Name of SSA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

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

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____ Kms

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Appendix-III

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in _____ SSA/Unit, vide No: BSNL/ _____ / _____ / 2008, Dt. _____ as required under Section-IV , clause (8) of Bid-Documents)

CERTIFICATE

I _____, S/O _____, R/O _____ hereby certify that none of my relative(s) as defined in Section-IV, item(7) of Bid document is/ are employed in BSNL unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me ”.

Signed _____

For and on behalf of the Service Provider

Name(caps) _____

Position _____

Date _____

Appendix-IV

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 the Firm, Company, Trust, Society, etc.) having its office at----- and duly authorized to sign, file and verify present undertaking by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at ----- hereinafter 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 Tender No.----- I/ We ----- acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

- (1) I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.
- (ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, 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 the workers/ laborers engaged by the Service Provider in past and during the course of this contact

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, instruction, etc.

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

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

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS :

1.

2.

