

**BHARATH SANCHAR NIGAM LTD.,
(A Govt. of India Enterprises)**

BID DOCUMENT

G-2/VEH/BSNL/DVG/2009-10/01 DTD 05-10-2009

**TENDER FOR HIRING OF LIGHT COMMERCIAL
VEHICLES ON LONG TERM USE IN
CHITRADURGA SSA**

Price Rs. 563/-

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BHARAT SANCHAR NIGAM LTD
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
CHITRADURGA TELECOM DISTRICT,
DEVARAJ URS LAYOUT, DAVANGERE – 577 006

NOTICE INVITING TENDER

On behalf of BSNL Wax/gum tape Sealed Tenders are invited by General Manager Telecom, Davangere upto 13-00 hours. on 12/11/2009 for hiring light commercial vehicles such as Tata Indica / Tempo Trax / Tata Sumo not older than 2005 year model, for Davangere, Chitradurga, Challakere, Molakalmur ,Harihar, Jagalur, Hiriyyur, Hosadurga, Holalkere in Chitradurga Telecom District use. The prospective bidders should have minimum one year experience of having provided Yellow board vehicle hiring service to Central/State Govt./Central PSU/State PSUs.

Schedule to the invitation of Tender

1. Tender No.**G-2/VEH/BSNL/DVG/2009-10/01 dated 05/10/2009**
2. Time and last date of issue of BID Document From: To: during working days of
22/10/2009 12/11/2009 10 Hrs. to 13 Hrs.
3. Time and Date of Depositing tender / bid on or before **15.30 hours of 12/11/2009**
4. Time and date of opening of Tender / Bid **16.00 hours of 12/11/2009**
5. Cost of tender form **Rs.563/- (Rs. Five hundred sixty three only-Non Refundable)**payable in cash. Forms can be obtained from AGM (A).
6. Services to be provided Hiring of Light Commercial vehicles / with yellow board/ models: not older than 2005 (/Tata Indica/ Tata Sumo / Tempo Trax)
7. Duration of contract One year from the date of Award of contract with an option of extension for a further period of one year or less on the same rate and same, terms and conditions.
8. EMD **Rs.10,000/- (Rs.Ten Thousand Only)** for each vehicle.

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Services to be provided: are given in Section VI
- 2. Eligible Bidders**
 - (a) The bidder should own or on lease vehicles of model not older than year 2005 registered as commercial vehicles in their names or Firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the bid.
 - (b) The vehicle should have comprehensive insurance with the Insurance Companies recognized by the Government of India and valid for this contractual period.
 - (c) The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2005.
 - (d) The bidder shall have experience of minimum period of 1 year for similar type of contract of supplying not less than 2 Commercial vehicles / cars to Govt. organization or any large Public Sector Undertaking / Institution (documentary proof to be enclosed to the bid).
 - (e) The bidder should produce service tax registration certification from Central Excise and the service tax will claimed in bill. The same has to be paid to central Tax authorities and receipt be produced.
 - (f) The bidder can bid for any No.of vehicles listed in section V, provided EMD of Rs.10,000/- (Rs. Ten Thousand Only) is paid for each vehicle.

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 Bid document includes

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special conditions of contract
- e. Schedule of requirement and Hire charges
- f. Services to be provided
- g. Bid form and price schedule

4.2 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 rejected.

4.3 A prospective bidder requiring any clarification on the Bid document shall notify the BSNL in writing. The BSNL shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications along with the bid documents.

- i. The bidder shall furnish the particulars of past performance with supporting documents.
- ii. Partnership Deed proprietorship deed/ lease deed.
- iii. Latest income tax clearance certificate (ITCC).
- iv. EPF and ESI registration certificate should be produced.

6. Amendment to bid document

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

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

7. Documents comprising the bid

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - (i) In case of leased vehicle copy of lease deed duly registered.
- b. Bid security furnished in accordance with clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid Form and price schedule completed in accordance with clause 8 and 9.

8. Bid Form

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered quality and price schedule as per Section-V.

9. Bid Price

- i. The bidder shall quote as per price schedule given in section V for all types of vehicles given in the schedule of requirement giving.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. Conditional bids are liable for rejection.

10. Clause by clause compliance

A clause – by – clause compliance of service to be provided (SECTION VI), and special condition (Section IV) shall be given. In case of deviation a statement of deviation shall be given.

11. EMD

- 11.1 The bidder must deposit Rs.10,000/- (Rupees Ten thousand only) for each vehicle. He should attach cash receipt issued by the Accounts officer, (Cash) O/o GMT, BSNL, DVG or DD drawn in favour of BSNL, DVG payable at nationalized bank at Davangere to the bid document.
- 11.2 The successful bidders EMD will be converted as Security Deposit. This Security Deposit will be refunded after completion of the tender period and will not bear any interest.

11.3 The EMD may be forfeited:

- a) If bidder withdraws his bid after quoting the rates.
 - b) If the successful bidder fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 2 of section III
 - iii) The EMD of unsuccessful bidder will be returned as early as possible but not later than 30 days after the finalisation of tender. However, this EMD will not bear any interest.
12. All pages shall be signed by the bidder.

13. Submission of bid

- i) The bids should be submitted in a sealed cover, superscribed as "Tender for HIRING OF VEHICILE" and addressed to ASST.GENERAL MANAGER(ADMN), O/o GM Telecom, Davangere shall be dropped in tender box kept in ASST.GENERAL MANAGER(ADMN)'s chamber on or before due date and time. The sealed tenders may also be sent through registered post addressed to ASST.GENERAL MANAGER(ADMN) O/O GM Telecom, Davangere so as to reach him on or before the due date and time specified.
- ii) Any bid received after the due date & time for submission of bids shall be rejected and returned to the bidder.
- iii) Technical Bid and financial Bid should be submitted in separate covers.

14. Bid opening

BSNL shall open bids in a the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

15. Evaluation

- 15.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 15.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid document.

15.4 In case the L1 tenderer is unable to supply the full requirement of vehicle as per schedule-V remaining requirements will be offered to next bidder if he is willing to supply the vehicle at L1 rates @ same terms and conditions.

15.5 If more than one bidder becomes L1 the bidder who has offered maximum No. of vehicles for a particular place will be given first preference.

16. Award of Contract

BSNL shall consider placement of letter of intent to those bidders who have entered into agreement with BSNL for the supply of vehicle within the stipulated period and whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of issue of letter of intent, supply the required vehicle in full. If the bidder fails to supply the required number of vehicles BSNL reserve the right to forfeit the amount of EMD for the vehicle not supplied. Extension of time for 7 days only for supply of vehicles at the place, will be considered if sufficient and satisfactory reasons are furnished with documentary evidence. If the bidder fails to supply the vehicles in full even after the expiry of extended period, the EMD will be forfeited for the vehicle not supplied.

17. 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 of other terms and conditions.

18. Signing of Contract

Signing of agreement shall constitute the award of hiring contract on the bidder. The tenderer has to enter to an agreement with the BSNL within 7 days from the receipt of such a letter. If he fails to enter into the agreement the EMD will be forfeited.

19. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the awards to any other bidder at the discretion of BSNL or call for new bids.

20. Period of validity

One year from the date of Award of contract.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

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

2. 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 security deposit..

3. EXECUTION TIME LIMIT

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

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract along with log book duly signed by the user and counter signed by the DE.

5. Termination of Contract

- 5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part.
 - a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by BSNL.
 - b) If the contractor fails to perform any other obligation (s) under the contract.
 - c) The General Manager reserves the right to withdraw any vehicle without prejudice to any other remedy with the notice of one month to the contractor.

6. Termination for insolvency

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

7. Force Majeure

7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, guarantee 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 be reason of such events be entitled to 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 case of 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.

8. Arbitration

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to arbitrator appointed by B.S.N.L., Davangere. The decision of the arbitration is binding on both the parties.

8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be office of G.M Telecom, BSNL at Davangere or such other place as the arbitrator may decide.

8.4 The legal jurisdiction is Davangere in case of any disputes arise.

9. Set Off

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. 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.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
The on duty drivers while touring to Bangalore , must preferably aware the routes for the locations at Bangalore and traffic rules.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees 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).

8. The tenderer(s) should give a certificate to the effect that non of his / her such relative is working in the 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 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. The company or firm or the person will also be debarred for further participation in the concerned unit.

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers / officials as well as essential store items while running the vehicle by ensuring safe driving. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.

10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles 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% or original schedule or requirement in the NIT.

11. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and taxes etc., due on such vehicles shall be liability of the contractor.

12. The contractor shall send the vehicle for periodical servicing at his cost. BSNL will not pay any mileage run for such servicing. The vehicle Km run not for BSNL works will be deducted from the total kms run during that month. The cost of lubricants, repairs, maintenance, taxes (service tax existing /taxes of Central & State Govt as and when applicable) insurance, etc. will be to the contractor's liability.

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

14. It is not binding on the BSNL to award the work to the lowest bidder.

15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL once in three months.

SECTION – V

**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES
(Quotation of the Tender)**

Sl.No	Type of Vehicle	Place where vehicles are to be supplied	No.of Veh Required	Year of make	Monthly Minimum	Vehicle To be Supplied w.e.f	Hire Charges per Vehicle In Fig / words
1.	Tata Indica or Equivalent	G M Office Davangere	3	2005 & above	1500 KMs	01-01-10	
2	Sumo or Equivalent	SDOT Davangere	1	2005 & above	1750 KMs	01-01-10	
3	Sumo or Equivalent	SDE Mobile Davangere	1	2005 & above	1750 KMs	01-01-10	
4	Sumo or Equivalent	SDE (OFC) Davangere	1	2005 & above	1750 KMs	01-01-10	
5	Sumo or Equivalent	SDEP Harihar	1	2005 & above	1750 KMs	01-01-10	
6	Sumo or Equivalent	DE, Chitradurga	2	2005 & above	1750 Kms	01-01-10	
7	Sumo or Equivalent	SDOT Challakere	1	2005 & above	1750 KMs	01-01-10	
8	Sumo or Equivalent	SDE(G) Hiriyur	1	2005 & above	1750 KMs	01-01-10	
9	Sumo or Equivalent	SDE(G) Jagalur	1	2005 & above	1750 KMs	01-01-10	
10	Sumo or Equivalent	SDE(G) Hosadurga	1	2005 & above	1750 KMs	01-01-10	
11	Sumo or Equivalent	SDE(G) Holalkere	1	2005 & above	1750 KMs	01-01-10	

- a) For extra KM (Rs./KM)
- b) Detention charges beyond duty (Rs./Hrs).....
- c) Night Halt charges (Rs./Halt)

EMD particulars

1. DD/Cash receipt No.....
2. Date :.....
3. Amount :.....
4. Address of contractor with telephone No:.....

.....
.....
Signature of contractor

SECTION VI

SERVICES TO BE PROVIDED

1. Service	Provision of commercial Vehicles with licensed drivers, regarding commercial vehicles on Hiring basis for running in Chitradurga SSA.																																								
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 of contract with an option of extension for further period of one year or less on the same rate and same terms and conditions.																																								
3. Quantity	<p>Estimated number or vehicles to be hired is an noted below. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.</p> <table border="1"> <thead> <tr> <th>Place</th> <th>Type of Vehicle</th> <th>No. of vehicle Required</th> <th>Rats to be quoted for Minimum</th> </tr> </thead> <tbody> <tr> <td>1.GM Office DVG</td> <td>Tata Indica</td> <td>3</td> <td>1</td> </tr> <tr> <td>2.Davangere</td> <td>Trax/Sumo</td> <td>3</td> <td>1</td> </tr> <tr> <td>3.Harihar</td> <td>-do</td> <td>1</td> <td>1</td> </tr> <tr> <td>4.Chitradurga</td> <td>-do -</td> <td>2</td> <td>1</td> </tr> <tr> <td>5.Challakere</td> <td>-do-</td> <td>1</td> <td>1</td> </tr> <tr> <td>6.Hiriyur</td> <td>-do</td> <td>1</td> <td>1</td> </tr> <tr> <td>7.Jagalur</td> <td>-do-</td> <td>1</td> <td>1</td> </tr> <tr> <td>8.Hosadurga</td> <td>-do-</td> <td>1</td> <td>1</td> </tr> <tr> <td>9. Holalkere</td> <td>-do-</td> <td>1</td> <td>1</td> </tr> </tbody> </table>	Place	Type of Vehicle	No. of vehicle Required	Rats to be quoted for Minimum	1.GM Office DVG	Tata Indica	3	1	2.Davangere	Trax/Sumo	3	1	3.Harihar	-do	1	1	4.Chitradurga	-do -	2	1	5.Challakere	-do-	1	1	6.Hiriyur	-do	1	1	7.Jagalur	-do-	1	1	8.Hosadurga	-do-	1	1	9. Holalkere	-do-	1	1
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1.GM Office DVG	Tata Indica	3	1																																						
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7.Jagalur	-do-	1	1																																						
8.Hosadurga	-do-	1	1																																						
9. Holalkere	-do-	1	1																																						
4. Duty Hrs.	Ten hours per day on all days of month. However actual hours to be deployed shall be specified by uses of vehicles.																																								
5. Notice period	Telephonic intimation shall be considered as notice.																																								
6.Reporting place	Any place within the jurisdiction of Chitradurga SSA. Actual place of reporting shall be specified by users of vehicles.																																								
7.Counting of distance	From starting duty point to ending duty point as ordered by the controller of the vehicle.																																								
8.Accuracy of meters	The meter reading should tally the actual distance of run at any instant and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.																																								
9. Penalties	I) In case of break down alternate vehicles have to be arranged within one hour and the vehicle shall be sent to the place of the place of break down.																																								

	<p>In case of non-availability of suitable vehicle a penalty upto Rs.200/- may be imposed in addition to deduction on pro-rate basis for the period, a penalty of Rs. 200/- per break down shall be imposed. If the No. of break down exceeds three then the vehicle should be replaced with the same model or otherwise the EMD will be forfeited.</p> <p>II) In case of non-availability of vehicles penalty of Rs.200/- per day shall be imposed in addition to deduction at pro-rate basis for that day.</p> <p>III) In case of non-availability of vehicles during extra hrs. penalty of Rs. 100/- per occasion shall be imposed.</p>
<p>10. Special Requirements</p>	<p>I) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hours. Telephone No. must be specified in the bid.</p> <p>II) 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.</p> <p>III) Payment of any Govt. tax or duty for plying the vehicles in Karnataka State will be liability of contractor.</p> <p>IV) Parking and Toll charges, if any shall be born by the contractor.</p> <p>V) Out station night charges will be allowed only outside SSA.</p> <p>VI) Shortage in utilization of contractual KMs if any during the particulars month will be suitably adjusted over a period of subsequent three months.</p> <p>VII) Indenting bidder should arrange issue of proper Identity cards after verifying the antecedents of his drivers through local Govt.Officers.</p>

SECTION VII

FINANCIAL BID FORM

Tender No.....

Date.....

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided as per tender documents the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. We agree to abide by this Bid for a period one year from the date of acceptance of bid.
4. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this..... Day of 2009

Signature of

In capacity of

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

Witness.....

Address.....

Signature

SECTION VIII BID SECURITY FORM

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 10 of section II 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/ date

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

SECTION IX

PERFORMANCE SECURITY BOND FORM

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 contractor(S) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said contractors 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 _____ Contractor's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors 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 not withstanding any disputes raised by the contractor(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 equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from 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 contractor(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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s)
7. 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.

SECTION X

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.

SECTION XI

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 2005 between M/S _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

Bharat Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at 10th Floor, Statesman House, B-148, Barakhamba Road,, New Delhi-110001 and acting through its authorized official Sh. _____, at Circle/ TDM Office at _____. The Contractor 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 in appendix-I. The "Contractor" 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 Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Contractor shall comply with all the terms and conditions of tender 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 Contractor for supply of vehicles. It is anticipated that the Contractor 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 Contractor 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. Contractor will provide vehicles to BSNL not older than three years and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make 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 Contractor's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Contractor 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 Contractor

7. Contractor will submit bills in accordance with Section-III, Clause (4) of the tender document to the _____ Section of _____, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-VI, clause 10(VI) and also carry duty slips printed by the contractor as per the Format shown in Section-XI where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the contractor. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Contractor 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 5 of Section III of Tender Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 9 (i) of Section VI of Tender Document.

11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of Section VI of Tender Document 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 contractor. BSNL shall have no liability whatsoever.

13. The Tender Document No. BSNL/_____/_____/2009 Dated _____ 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 contractor 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 contractor. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by contractor or third party as the case may be.

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 Contractor in writing. The Contractor 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 Contractor 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 Contractor accordingly indemnifies the BSNL against all such liability.

The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet. The Contractor 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 Section-IV item (7) & (8) of the tender documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

18. 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 *_____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 *_____ 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 *_____ 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. 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 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 * _____ of BSNL at _____ or such other place as the arbitrator may decide.

(N.B : At the places marked * in the above clauses, "The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Manager (TDM), as the case may be incorporated.)

19. If the Contractor 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 Contractor has his registered office.

20. The Contractor 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.

21. Notwithstanding 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.

22. 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 Contractor)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Name of the CGM / PGM / TDM
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 dispatch, 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 Contractor
Name(caps) _____
Position _____
Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

(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/ _____ / _____ / 2009, 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 tender document is/ are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

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

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)-----
----- S/O -----residing at-----
-----on behalf of said M/s -----
--- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----
-----and duly authorised 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 contractor 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.