

# **Bharat Sanchar Nigam Ltd.**

**(A Govt. of India Enterprise)**



## **BID DOCUMENT**

**TENDER DOCUMENT FOR HIRING OF VEHICLES FOR  
FIELD & HQs DUTIES OF BIJAPUR SSA/ CIRCLE /  
DISTRICT / SSA**

**BSNL /G-II/HV/TENDER / 2009-2010**

**Dated: 25-04-2009**

**TO BE SUBMITTED BY: - 21-05-2009**

**Price Rs.552/-**

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

**NOTICE INVITING TENDER**

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, sealed tenders are invited from prospective Service Providers having minimum 4(Four) vehicles and holding a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing atleast four (4) petrol/ diesel/ CNG driven commercial vehicles not older than 2005 models such as AC and Non-AC cars, Omni, Jeeps, Sumo.

Intending eligible bidders may obtain Bid Document from Asst General Manager O/o G M T D Bijapur on payment of Rs.552/- (Rs.Five hundred fifty two only) (non refundable) on all working days upto 15.00 hrs of 18-05-2009. The payment will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank @ Bijapur in favour of Accounts Officer (Cash), BSNL,Bijapur. Bidders shall have to deposit Rs.15,000/-(Rupees Fifteen thousand only) per vehicle as Bid Security in the form of Demand Draft along with the bid.

-----  
**Schedule to the invitation of Tender**

1. Designation and address of the authority  
Inviting tender ..... Asst. GENERAL ANAGER (ADMN)  
O/o GMTD Bijapur.
2. Tender No. G-II/HV/TENDER/2009-2010 dated 25-04-2009
3. Time and last date of issue  
of Bid Document ..... 15.00 Hrs. of 18-05-2009.
4. Time and Date of  
Depositing tender/bid ..... 14.30 Hrs. of 21-05-2009..
5. Time and date of  
Opening of Tender (**Technical Bid**).....15.00 Hrs. of 21-05-2009..
6. Minimum Validity of  
Tender offer ..... One year from the date of opening.
7. Type and number of vehicles required ..... Cars / Vans / Multi utility vehicles  
Approx. quantity 20 numbers
8. Duration of contract ..... One Year with an option of extension  
for One more Year, on the same terms  
and conditions. .
9. Total Number of pages of tender document ..... 20

Copy to AO (Cash) O/o GMTD Bijapur.

## **SECTION-II** **SCOPE OF WORK**

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

### **PLAN-1**

(Scheduled Works)

#### **Monthly KM Hire Slab:**

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

<b>Monthly Hire slab</b>	<b>Quantity of Non Air-conditioned Ambassador / Indica / Indigo cars</b>	<b>Quantity of Air-conditioned Esteem / Ambassador Grand / Indigo cars</b>	<b>Quantity of JEEP, SUMO &amp; QUALIS,TEMPO TRAVELLER</b>	<b>Quantity of Maruti OMNI VAN</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
1500 KMs / month				
2000 KMs / month				
2500 KMs / month				

The Tables shown in PLAN 1 above is 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. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed / vary 25% of the above estimated quantity.**

**SECTION-III**  
**SERVICE PROVIDER'S OBLIGATIONS**

1. **Service to be provided** is to supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Bijapur Telecom District. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under Plan-1 is 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 on all working days of month except Holidays. However actual duty hours / days shall be specified by actual users of 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 \_DE/SDE conerned\_. Actual place of reporting shall be specified by users of vehicles.
6. **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.
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 ,Tax card,Taxi permit 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 desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
  - (vi) **Govt.Tax / Levy / Duty** other than Service Tax for plying the vehicles in BIJAPUR TELECOM DISTRICT will be borne by the Service Provider.
  - (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
  - (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 in Plan-1 (monthly KM slabs) 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.

**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.

**10. 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 dispute that may arise between the service provider and his workers.

**11. Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty 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.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges 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 G M T D BIJAPUR would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 2005 Model.
- (v) 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:**

1.1 The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.

1.2 The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than 4 (i.e. minimum 16.67% of the total quantity estimated for hiring) with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. 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 (Two Bid Format).**

3.1 The tender should be submitted in **two covers**; One superscribing Technical Bid and Second Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted "**Tender for Hiring Vehicles**". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

3.2 Tender will be opened in the presence of Bidders present on the due date of opening i.e. 15.00 Hrs. on 21-05-2009. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in BSNL custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-2**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

3.3 Financial Bid of the selected bidders only will be opened.

3.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2**

3.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.6 The duly filled tenders must be accompanied with a D D/ **Bank Guarantee of Rs. 15,000/- (Rupees. Fifteen thousand only) valid for 180 days** from the date of tender opening as Bid Security as per format at **Annexure-3**.

3.7 **Tender should be submitted to Shri.N.Y.Holeyappagol AGM(Admn) O/o GMTD Bijapur SSA / District, Bharat Sanchar Nigam Ltd. On or before 14-30 Hrs. of 21-05-2009.**

3.8 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.

3.9 A prospective bidder requiring any clarification on the Bid document shall notify the B S N L in writing. The B S N L 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.

3.10 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.

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

3.12 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 Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-5**). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

#### 5. **Bid Evaluation**

5.1 **Financial Bids** shall be evaluated 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.

5.2 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 conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for all types of vehicles** indicated in Scope of Work in **Section-II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the bid document. If any bidder is not Quoting for all types of vehicles (i.eA, B, C, D) then comparison of total cost of similar types for which the bidder has quoted should only be considered. (**Example:-** If a bidder quotes for types A,B,D only but has not quoted for type 'C', then the total cost of comparison will be total of (A+B+D). The cost of 'C' should be compared among the bidders quoted for it).

#### 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 one year** 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 all types of 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.

## **12. Bid Security**

12.1 Pursuant to **clause 3.6**, the bidder must deposit Rs15,000/- (Rupees .Fifteen thousand only) as Bid Security. The Bid Security shall be in the form of D D/ ACG-67/ **Bank Guarantee** in a 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 O/O G M T D Bijapur. 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:**

Normally contract will be awarded for 1 (one) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price,



satisfactory performance of the firm.

#### **17. Performance Security:**

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs 5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security, including EMD adjustment please.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank /DD /ACG-67 .

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.

#### **19. 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, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.

#### **21. Prices:**

21.1 The rates should be on monthly basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are 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. Price Revision:**

22.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of the contract, increase or decrease in higher charges due to variation in fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the higher charges due to these variations shall be worked out from the base rate on the following formula.

**Increase or decrease in Petrol/Diesel during the month =**

Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)

Average KM per litre of Diesel / Petrol consumption (KMPL)

**(Note:-** The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **9 Kms in case of AC vehicles** and **12 Kms in case of Non-AC vehicles in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

22.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

22.3 In case of minimum average run per litre of fuel (i.e Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

22.4 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1<sup>st</sup> of the month.

**23. Miscellaneous Conditions:**

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

23.2 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.

23.3 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.

23.4 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 fails to honour their bid without sufficient ground.

**24. 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.

**25. Arbitration:**

25.1 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 GMTD BIJAPUR\*\_\_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. 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.

25.2 The venue of Arbitration proceeding shall be Office of \* GMTD BIJAPUR of BSNL at BIJAPUR\_\_ 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.)*

25.3 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.

## **26. Set Off (Recovery of Sum Due):**

26.1 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.

26.2 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.

26.3 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**

**PLAN-1** (Scheduled Works): Monthly KM Hire Slab:

Slab No	Monthly KM Hire slab	Hire Charges per vehicle ( Rs) Unit (per month) Slab Rate				Service Tax % ge
		Non Air-conditioned Diesel Ambassador / Indica cars	Air-Conditioned Ambassador Grand /Esteem/ Indigo cars	Tata Sumo, Qualis & Tempo Traveler	Maruti OMNI VAN	
		A	B	C	D	
1	1500 KM					
2	2000 KM					
3	2500 KM					

FOR PLAN-1

- a) For extra KM (Rs./KM)..... A\_\_\_\_\_ ; B\_\_\_\_\_ ; C\_\_\_\_\_ ; D\_\_\_\_\_
- b) Detention charges beyond duty (Rs./Hr.) .. \_\_\_\_\_
- c) Night halt charges (Rs./Halt)..... \_\_\_\_\_

**DATE**

**SEAL**

**SIGNATURE**

**ANNEXURE-1**  
**FINANCIAL BID**

Tender No.....

Date .....

A : (Name & Address of the Purchaser)

Dear Sir,

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

Dated this .....Day of .....2009.

Signature of

In capacity of

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

Witness .....

Address .....

Signature

**Encls:** Schedule of Requirement & Hire charges

**ANNEXURE-2**

**SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF BSNL  
BIJAPUR DISTRICT**

Tender Ref:

Date:

**TECHNICAL BID**

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

1.	Name and Postal Address of the Bidder: _____ _____ _____ <span style="float: right;">                     Phone:                      Mobile:                      Fax:                      E-Mail:                 </span>
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof) <span style="float: right;"><input type="checkbox"/></span> <span style="float: right;"><input type="checkbox"/></span> Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category(please specify) f. Sister concern of .....(please specify name)
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)
3.b	Service Tax Registration Number : (attach Proof)
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at <b>Annexure-2A</b> .

**DATE**

**SEAL**

**SIGNATURE**

ANNEXURE-2A

**Statement of Vehicles owned by the Bidder**

**BIDDER'S NAME:** \_\_\_\_\_

**COMPANY'S NAME:** \_\_\_\_\_

SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Ambassador/ Indica/ Indigo / Tempo Traveller/ Sumo/ Qualis etc. 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.**

ANNEXURE-3

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on 21-05-2009 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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
----------------------------	-------------	---------------------------

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-4

**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