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BHARATH SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISES)

BID DOCUMENT

No:G-42/THV/09-10/1 DATED 01-06-2009

**TENDER DOCUMENTS FOR HIRING OF CARS & MULTI UTILITY
VEHICLES WITH VALID PERMIT FOR FIELD AND HQ DUTIES
OF SHIMOGA SSA**

**TO BE SUBMITTED BY
1500hrs of 25-06-2009**

Price Rs 563/-

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO
I	Notice Inviting tender	3
II	Instruction to Bidders	4 - 8
III	General (Commercial) conditions Of the contract	9 - 11
IV	Special conditions of the contract	12 - 13
V	Schedule of requirements and Hire Charges on monthly basis	14
VI	Services to be provided	15 - 17
VII	Bid Form (Financial Bid)	18
VII- A	Bid Form (Technical Bid)	19
VIII	Bid Security Form	20
IX	Performance Security Bond Form	21 - 22
X	Letter of Authorisation for attending bid Opening	23
XI	Format of Duty Slip	24

Section I

Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

NOTICE INVITING TENDER

On behalf of BSNL Sealed Tenders are invited upto **1500** hrs. On _____ for hiring multi utility vehicles with or such as Indica cars/Sumo which are not older than 2006 year for Shimoga, Bharavathi, Sagar, Tirthahalli, Hosanagara, Soraba, Honnali, Shikaripura, Channagiri in Shimoga Telecom District from the prospective contractors holding a valid certificate issued by the competent authority of a PSU/ Central/ State Govt. organization for satisfactory performance of similar contract on hiring vehicles for atleast one year before the date of NIT and having not less than **ONE** vehicles and proximity to the respective operational areas..

Schedule to the invitation of Tender

1. Tender No.G-42/THV/2009-10/1 dated 1-06-2009
2. Time and last date of issue
of Bid Document 13.30 Hrs. of ---25.06.2009-----
3. Time and Date of
Depositing tender/bid 1500 Hrs. of --25.06.2009-----
4. Time and date of
Opening of Tender..... 16.00 Hrs of ---25.06.2009-----.
5. Minimum Validity of
Tender offer 150 days from the date of opening.
6. Services to be provided..... Hiring of Multi utility vehicles
(Approx 17 numbers) models not older than **2006**.
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 subject to negotiations.
8. EMD..... Rs 5000/- (Rs Five thousand only) for each vehicle

Intending eligible bidders may obtain Bid Document from AGM(Admn)/o/o GMTD SHIMOGA on payment of Rs 563/- (Rs Five hundred Sixty Three) only (non refundable) on all working days upto 1330 hrs of ----- The payment will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank payable at Shimoga in favour of Accounts Officer (Cash), BSNL, SHIMOGA. Bidders shall have to deposit Earnest Money Deposit of Rs. 5000/- (Rupees five thousand only) per vehicle offered as Bid Security in the form of Bank Guarantee /Demand Draft along with the bid.

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 have at least One-year experience certificate of satisfactory performance in similar services preferably with Government/Public Sector or reputed Private Ltd companies/Firms.

(b) The bidder should own or on lease sufficient number of commercial vehicles registered as taxis not less than ONE (ie, minimum of 16.67% of the total quantity estimated for hiring) in their names or Firm's name. The proof of ownership or lease holding should be produced as and when called for .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 Year 2006 shall be provided.

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 if any
- e. Schedule of requirement and Hire Charges
- f. Services to be provided
- g. Bid form and price schedule
- h. Bid security form
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening.

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 at the bidder's risk and may result in rejection of the Bid.

4.3 A prospective bidder requiring any clarification on the Bid document shall notify 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.

Signature of the tenderer

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications

- i) The Bidder shall furnish the particulars of past performance Certificate issued by competent authority of a PSU/Central/State Govt. Organizations
- ii) Partnership Deed or Proprietorship deed or Articles /Memorandum of Associations as the case may be, latest Annual Account in form C6.
- iii) Latest Income Tax Returns acknowledged by Income Tax office & PAN No.
- iv) Service tax registration No.(Attach proof of allotment)
- v) EPF/ESI code allotted ,If any (Attach proof of allotment)

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.
- 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 Forms**.

The bidder shall complete the **Financial Bid Form** as per Section-VII along with appropriate price schedule as per requirement furnished in Section –V of the bid document and **Technical Bid Form** as per Section-VII-A.

Signature of the tenderer

9. **Bid Price**

- i) The supplier shall quote price as per schedule given in section V for **any** or all types of vehicles , given in the schedule of requirement. The basic unit price needs to be individually indicated against the supply under the contract and no column in the scheduled should be left blank
- ii) 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.
- iii) “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

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. **Bid Security**

11.1 Pursuant to clause 7, the bidder must deposit Rs.5000/- (Rupees Five thousand only) as Bid Security per vehicle. The Bid Security **may also be** in the form of **Bank Guarantee valid for 180 days** from the date of tender opening and may be submitted in separate cover.

11.2 The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

11.3 **The Bid Security may be forfeited :**

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
 - 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
- 11.4
- i. 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.
 - ii) 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.

12. **Format and signing of bid.** The bidder shall prepare one complete set of originals of bid clearly marking them as “original” and One copy of the same clearly marking them as ‘copy’. In the event of any discrepancy, the original shall govern.

- 12.1 The original and copies of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.
- 12.2 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 12.3 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

Signature of the tenderer

12.4 (i) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.

(ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.

(iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

13. **Submission of bid.**

The bids should be submitted in single cover. The BID forms shall contain documents establishing bidder's eligibility as per Clause 2 & 5 of Section-II and a certificate on relatives working in BSNL as per clause 8 of Section-IV. and contain the Bank Guarantee for Bid Security as per Clause 11 and the rates quoted by the contractor for each item shown in the Schedule of Requirement as per Section-V. The original copy of the Bid duly marked 'ORIGINAL' and & the other copy marked as 'COPY'. The cover should be sealed by the personal seal of the bidder.

i) The bids should be submitted duly sealed and addressed to The Asst General Manager O/o GM TD BSNL Bhawan Sagar Road Shimoga and delivered in person on or before 1500 hrs of due date.

ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

14. **Bid opening**

BSNL shall open the bid cover containing documents detailed as per clause (13) 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 section X).

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 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.

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 **The proximity of the respective operational area of Shimoga Telecom District and consistency of service by the participating bidders will have preference ,subject to fulfillment of other eligibility conditions.**

15.5 Negative bid price shall not be accepted.

Signature of the tenderer

15.6 .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 is he is willing to supply the vehicle at L1 rates under same terms and conditions.

15.7 If more than one bidder becomes L1 ,the satisfactory service and other conditions are taken into consideration

16 Award of Contract

i) 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 indent, give his acceptance along with performance security in conformity with section IX with the bid document.

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 and other terms and conditions.

18. Signing of Contract

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

18.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 11.

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 award to any other bidder at the discretion of BSNL or call for new bids.

20. 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.

Signature of the tenderer

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 conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. Performance Security

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the 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.

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

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

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

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

4.1 Monthly bills shall be submitted in duplicate to the authority specified in contract along with completed duty slips duly signed by the user. 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

4.2 To avoid delay in payment of the vehicle bills and to mitigate the hardship of contractors Provisional payment to the admissible extent will be considered on genuine grounds in the first week of the month following 'the month' to which the bill relates.

4 (a) PRICES

4 (a) i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.

ii) 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.

iii) 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..

Signature of the tenderer

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 parts.

- (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 General & Special Conditions of the contract.
- © If the General Manager so desires to withdraw the hiring of all or any vehicle awarded to a particular Contractor by giving one month prior intimation before withdrawing the service without assigning any reason not withstanding 5 (a) and (b) .

5.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. Termination for insolvency

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

7 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.

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 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

Signature of the tenderer

8.2 The venue of Arbitration proceeding shall be Office of General Manager of BSNL at SHIMOGA

8.3 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.

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.

Signature of the tenderer

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 honour his bid without sufficient ground.
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.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non-executive employees working in __GM TD Shimoga SSA & executive employees (also called Group-A & Group-B officers) working in GM TD Shimoga SSA either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
 - (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister's husband(brother-in-law).
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the 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.

Signature of the tenderer

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. The attested copy of driving licence of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
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% of original schedule or requirement in the NIT.
11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. 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.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
16. The contractor should ensure that at the end of duty; the duty slips are completed and signed by the users. The duty slip in duplicate copy form to be printed and serially numbered by the contractor as per the format given in Section-XI.
17. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

Signature of the tenderer

SECTION-V

**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES
FOR TATA INDICA OR ITS EQUIVALENT**

SINo	Type of vehicle	Places where vehicles are to be supplied	Vehicles to be supplied w.e.f	No of vehicles	Basic rate (exclusive of taxes) for Minimum		
					For 900 km per month	For 1200 km per month	For 1500 km per month
1	Tata ndica Non AC or its equivalent	G M office SHIMOGA	From July 09 onwards	One			
2	Tata Indica Non AC or its equivalent	SDOP SHIMOGA	From July 09 onwards	ONE			

FOR TATA SUMO OR ITS EQUIVALENT

Sl No.	Type of vehicle	Places where vehicles are to be supplied	Vehicles to be supplied w.e.f	No of vehicles	Basic rate (exclusive of taxes) for Minimum		
					For 1000 km per month	For 1400 km per month	For 1800 km per month
1	Tata sumo or its equivalent	DGM,Agm(op) AGM(A),SDE Mobile,SDOT Shimoga HQs	From July 09 onwards	SIX			
2	Tata sumo or its equivalent	BHADRAVATHI	From July 09 onwards	TWO			
3	Tata sumo or its equivalent	SAGARA	From July 09 onwards	ONE			
4	Tata sumo or its equivalent	THIRTHAHALLI	From July 09 onwards	ONE			
5	Tata sumo or its equivalent	HOSANAGARA	From July 09 onwards	ONE			
6	Tata sumo or its equivalent	SORABA	From July 09 onwards	ONE			
7	Tata sumo or its equivalent	SHIKARIPURA	From July 09 onwards	ONE			
8	Tata sumo or its equivalent	HONNALI	From July 09 onwards	ONE			
9	Tata sumo or its equivalent	CHANNAGIRI	From July 09 onwards	ONE			

a) For extra k M For Tata Indica Rs. _____ For Tata sumo Rs. _____

b) Detention charges beyond duty (Rs/Hrs).....

c) Night Halt charges (Rs/halt).....

signature of the tenderer

SECTION VI

SERVICES TO BE PROVIDED

1. **Service** Supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running in Shimoga SSA Jurisdiction. The essence of the contract is to provide Prompt, Punctual Efficient, Safe, Courteous and Quality Service.
2. **Period of Contract** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period upto one year if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates.
3. **Quantity** Estimated number of vehicles to be hired is 17 however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters.
4. **Duty hrs.** Normal usage of the vehicle hours is TEN per day However actual hours to be deployed shall be specified by users of vehicles.
5. **Notice period** I) For regular requirements one day in advance One hour in advance for additional requirement.
II) Telephonic intimation shall be considered as notice.
6. **Reporting Place** Actual place of reporting shall be specified by users of vehicles
7. **Counting of distance** The vehicles are to be parked in the respective Office premises itself only.
8. **Accuracy of Meters** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
9. **Penalties**
 - i) In case of break down, after its reporting for duty, the vehicles have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to 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 with out valid permission shall be Rs 75/- per hour of absence

Signature of the tenderer

- 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 at pro-rata basis for that day.
- 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 GMTD Shimoga shall be final.
- v) No payment will be made for vehicles supplied by the Service provider older than 2005 model.
- vi) Should not refuse to provide vehicles against BSNLs requirement and on each refusal a penalty as given in at item (iii)above will be deducted from the running bills besides any other action which may even lead to termination of contract.

10. Special Requirements

- I) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- 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.
- III) Payment of any Govt. tax or duty for plying the vehicles in permitted area will be liability of contractor.
- IV) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.
- V) Shortage in utilization of contracted KMs if any during a Particular month will be suitably adjusted over a period of subsequent three months, and will be adjusted against any extra KMs if performed over and above the agreed slab.
- VI) Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers thro' Local Govt. offices.
- VII) 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.
- VIII Assign Driving to only qualified experienced drivers and also assume full responsibility of the officers/officials and store items.
- IX Vehicles up-keep shall be in good condition along with good and Clean seat covers and curtains.

Signature of the tenderer

11 DEBARING CONDITIONS

- I) NO vehicle should be supplied having registration in the Name of the employee of BSNL or their close relative.
- II) NO sub contract 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 misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- IV) Service provider shall not engage any person below 18 years of age.

12 BSNL WILL NOT HAVE OBLIGATION;

- a. 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 State/Central 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.
- b. 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.
- c. No be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- d. Service provider shall be the employer of 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.

Signature of the tenderer

**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 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 prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for 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 150 days form 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 thisDay of2009.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of the tenderer

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 unto
.....BSNL, 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/ 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

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 notwithstanding 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 unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect 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.

Signature of the tenderer

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.

Signature of the tenderer

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.

Signature of the tenderer

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

Signature of the tenderer

