



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**KODAGU TELECOM DISTRICT**  
O/O General Manager Telecom  
Madikeri – 571 201

No.G-55/ TEND - LCV / 2009-2010/1

Dtd at Madikeri the

25-06-2009

**NIT for hired LCV**

Sealed Tenders are invited for hiring light commercial vehicles such as Jeeps with Roplas Body, Tata Sumo/Similar Vehicle (5 doors) & Indica Car not older than **2005** year model from the prospective contractor, for providing the following vehicles on hire basis in the entire kodagu district, Madikeri.

**Schedule to the invitation of Tender**

1. Tender for hired LCV to Kodagu Telecom Dist, BSNL 2009-2010

Tender Document issued up to	1700 Hours	25/08/2009
Last Date of receipt of Tender Document	1400 Hours	26/08/2009
Date of Opening	1500 Hours	26/08/2009

2. Services to be provided: Hiring of Light Commercial vehicles/ jeep (Roplas Body), Tata Sumo/Similar Vehicle 5doors, Indica car (Approximately Eight numbers) model not older than January2005.
3. Duration of contract: One year from the date of Award of contract.

Intending eligible bidders may obtain Bid Document from SDE (HRD) Office of General Manager Telecom, Madikeri on payment of Rs.563.00(Rs.500.00+63.00 Only) (non refundable) on all working days up to 15.00 hrs In favour of Accounts Officer (Cash), BSNL, Kodagu Telecom District. Bidders shall have to deposit Earnest Money Deposit of Rs.10,000.00(Rupees Ten thousand only) as Bid Security in the form of cash receipt of cash counter of O/o General Manager Telecom, Madikeri/Demand Draft in favour of Accounts Officer(Cash), B S N L, Madikeri along with the bid.

DIVISIONAL ENGINEER (O & M)  
O/O GENERAL MANAGER TELECOM  
MADIKERI-571201

**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 possess on lease sufficient vehicles of Model not older than year 2005 vehicle registered as commercial vehicles in their names or firm's name for use as commercial vehicles with yellow board. The proof of ownership or lease holding agreement in original, should be produced when called for.
- b. 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**.

**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 with sign & seal on each page.
- 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
- k. Service tax registration number if claimed.
- l. PAN no. & IT clearance. (Latest copy)

- 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. The bid should be accompanied by tender documents duly signed by the bidder in all pages.

Signature of the tenderer

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications.
  - a) The bidder shall furnish the particulars of past performance with supporting documents.
  - b) Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be, latest Annual Account in form /C6
  - c) Latest income tax clearance certificate (ITCC) duly attested.
  - d) Vehicles registered before **2005** need not be applied.
  - e) All the vehicles are to be under lease holding with all lease agreement is original. The validity of the lease agreement should cover entire tender period.
  - f) No change of vehicle is entertained for which the documents are submitted by bidder while making agreements.
  - g) Attested copies of the following documents must be enclosed to the tender document.
    - (i) Registration certificate
    - (ii) Insurance certificate
    - (iii) Road tax paid details

**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) A clause-by-clause compliance as per clause 10
- c) 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 supplier shall quote as per price schedule given in section V for all types of vehicles given in the schedule of requirement.
- 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.

Signature of the tenderer

**10. Clause by clause compliance:**

A clause-by-clause compliance of service to be provided (SECTIONVI), and special (Section IV) shall be given.

**11. Bid Security:****11.1 The Bid EMD 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
  - (iii). To take up the work of providing vehicle as per the term of the contract.
- c) EMD to be refunded to unsuccessful tenderers after finalization of tender.  
EMD of the successful tenderer will be retained as Security Deposit till the closure of tender period, which will not carry any interest.

**12. Format and signing of bid:**

The bidder shall prepare one complete set of original bid and one copy of the same clearly marking “original” and “copy”. In the event of any discrepancy, the original shall govern.

- 12.1 The original and copy 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, for each of the corrections.

**13. Submission of bid:**

The bids should be submitted duly sealed and addressed to Sri.C.H.JANARDHAN NAIK DE (A&M) Office of General Manager Telecom Madikeri and delivered in person on or before 14.00 hrs of due date. The Technical bid & financial bid should be separately kept inside different covers and both the covers should be kept inside a sealed cover.

Any bid received after the date and time for submission of bids shall be rejected.

**14. Bid opening:**

BSNL shall open bids in 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 (Format is given in section X). Only one bidder/authorized representative would be allowed to be present at the time of opening the bid with valid authority letter.

Signature of the tenderer

**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 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 would 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.

**16 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 10 days of issue of letter of intent, give his acceptance along with performance security in conformity with section VIII with the bid document.

**17 Right to vary quantities:**

BSNL reserves the right at the time of award of contract to increase or decrease up to 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:**

18.1 Signing of Agreement after furnishing of performance security shall constitute the award of hiring contract on the bidder.

**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 next lowest bidder at the discretion of BSNL or call for new bids.

- 20.** The accepted contractor has to necessary take the responsibility of supplying required number of different types of vehicles as speciefied in the Section-V Indica Car Diesel, Jeep Diesel or Trax (diesel), Tata Sumo (diesel). In case the particular type of vehicle is not possessed by the bidder at the time of applying for the tender. It is binding on the contractor that the contractor should be able to provide all the three types of defined vehicles after the acceptance of the tender.

Signature of the tenderer

The hired vehicle should display “**ON BSNL DUTY** ” board. This board will be supplied by the tenderer and this abid on the contractor to returning it or expiry of tender.

The vehicle should be made available round the clock without any over time allowance / Bata.

Vehicle should have registered with concerned Transport Department Authority. Attested copy of the registration details is to be enclosed.

The tenderer should enclose the duly attested Xerox copy of the registration document  
The successful tenderer should submit the induplicate of each hired vehicle bill of the previous months to the concerned Officers with in 7 days of the succeeding month.

In the hired vehicle bill all statutory levies will be deducted at source.

Rate should be quoted inclusive of all statutory Levis but exclusive of service tax.

All statutory levies are to borne by tenderer only. (Exclusive of service tax)

If Service Tax claimed and paid with bill, Proof of remittance of the same to Service Tax department and would be supplied along with next month bill it self.

Workmen’s compensation Act should be borne by the contractor.

Contract labour regulation and Abolition act 1970 should be borne by the tenderer.

Minimum wage Act should be borne by the tenderer.

Details of service tax registration and EPF registration copy may be furnished, if the same is claimed in the bill.

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 of twelve months 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 cash/Bank Guarantee issued by a Nationalized Bank and in the Performa provided in section VIII of the bid document.
- 2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract. Only after the expiry of the tender period.
- 2.4 If the contractor fails or neglects any of the terms and condition 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. PAYMENT TERMS**

Monthly bills shall be submitted in duplicate to the authority specified in contract with in 7<sup>th</sup> of succeeding month along with duty slips duly signed by the user.

**4. Termination of Contract:**

- 4.1 (a) BSNL may without prejudice to any remedy for breach of contract terminate the contract in whole or in parts.  
(b) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL.  
(c) If the contractor fails is any of the terms and condition of the contract.
- 4.2 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.

**5. 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.

Signature of the tenderer

## **6. Arbitration**

6.1 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 sole arbitration of The Chief General Manager, BSNL, Karnataka Telecom Circle, Bangalore.

6.2 The venue of the arbitration proceeding shall be office of The Chief General Manager, BSNL , Karnataka Telecom Circle, Bangalore at Bangalore or such other place as the arbitrator may decide.

## **7. Set off**

Any sum of money due and payable to the contractor (including security deposit refunded to him) under this contract may be appropriated by BSNL and set off the same against any claim 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. 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.
5. 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.
6. No sub contracting is permissible by BSNL. The near relatives of all BSNL employees {(Non –executive employees working in GMTD Madikeri name of unit) & executive employees (also called Group –A & Group B officer working in GMTD Madikeri (name of unit))} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a. Members of a Hindu Undivided Family
  - b. They are husband & wife
  - c. 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)
7. 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 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.

8. 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.
9. The contractor or acceptance of the tender has to provide the DL copy and other details of the particular driver assigned to the vehicle with contract no Land Line and mobile. In case the driver mobile number is changed it should be intimate within 24 hours to be the BSNL, Madikeri. The contractor should arrange to provide mobile to each of his drivers for the hired vehicles, in case they don't have.
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, 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 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. The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity of vehicles
14. 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.
15. The approved tenderer has to produce the vehicle for inspection (the only vehicle w.r.t. which the documents are submitted along with tender). BSNL reserves right to accept/ reject, the vehicle depending on the condition of the vehicle. The vehicle necessarily has to be a good working condition vehicle.

Signature of the tenderer

**SECTION -V**  
**SCHEDULE OF REQUIREMENT AND HIRE CHARGES**

In accordance with the Tender Notice No.G-55/ TEND - LCV / 2009-2010/Dtd at Madikeri the -0 -2009. I/We have paid EMD of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by cash receipt No . \_\_\_\_\_ dtd \_\_\_\_\_ /Demand Draft No \_\_\_\_\_ dated Drawn on bank \_\_\_\_\_ / Security deposit of Rs. Paid by me in r/o vehicle hiring paid on \_\_\_\_\_. And I/We quote the rates without inclusive of service taxes as under.

1	2	3	4	5
Category of the Vehicle	Rate for mini. Of 1000 Km's/month	Rate/Km from 1001 to 1500 Km's	Rate for min 2000 Km's/month	Rate Km beyond 2000 to 2500 Km's
Indica Car Diesel				
Jeep (Diesel) or Trax (Diesel)				
Tata Sumo (Diesel)				

**THE VEHICLE REQUIREMENT IS AS FOLLOWS**

Sl no	Station	No of Vehicle
1.	MADIKERI	6 TATA SUMO & Indica Car 1 No
2	GONIKOPPAL	1 TATA SUMO
3	SIDDAPURA	1 TATA SUMO
4	Kushalnagar	1 TATA SUMO

I/We are having the following vehicles with registration particulars given below. I/We agree to the quoted rates above. I/We agree to the conditions of the Tender Notice No.G-55/ TEND - LCV / 2009-2010/ Dtd at Madikeri the 0 -0 -2009

I/We enclose the Xerox Copy of the following documents, duly attested.

Sl No	Registration No.	Type & Make of Vehicle	Year of manufacture	Place Of choice in the order of preference (Please refer Vehicle requirement)		
				1	2	3

Place:  
Date:

Signature:  
Name :  
Address :

Encls: 1.  
2.  
3.  
4.  
5.  
6.

Phone No.

**SECTION -VI**  
**SERVICES TO BE PROVIDED**

- 1 Service:** Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on hiring basis for running in Kodagu District.
- 2 Period of Contract:** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period up to one year if agreed by the contractor and BSNL on the same rate terms and conditions and it is not mandatory.
- 3 Quantity:** Estimated number of vehicles to be hired is ten however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
- 4 Duty hrs:** The vehicle should be made available for round the clock without any extra payment. The driver allotted by the contractor should not dispute or grouse over if for any emergency reason vehicle is used for beyond office hours or late night.
- 5 Notice period:** 1. For regular requirements one day in advance  
2. Telephonic intimation shall be considered as notice
- 6 Reporting place:** Any place within the jurisdiction of GM TD Madikeri  
Users of vehicles shall specify the actual place of reporting.
- 7 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.
- 8 Penalties:** 1. In case of break down, vehicles have to be replaced by other vehicles immediately or in case of non-availability of suitable vehicle a penalty up to Rs. 100/- 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 penalty of Rs. 200/- per break down shall be imposed.  
2. In case of non-availability of vehicles during breakdown period, Penalty of Rs. 200/- per day shall be imposed in addition to deduction at pro-rate basis for that day.
- 9. Special Requirements:** 1. 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. Any charges of that number must be intimated to the BSNL authority within 24 hours without fail.  
2. 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  
3. Payment of any Govt. tax or duty for plying the vehicles in Karnataka State will be liability of contractor.  
4. Parking and Toll charges, if any, are to be borne by the tenderer

Signature of the tenderer

10. Any disputes amongst the partners in the agency should not in any way effect the vehicle service terms and conditions and if so effected, the tender who has put signature in the tender document is wholly responsible and fully resume the service will result in forfeiture of Security Deposit and EMD and Black list.
11. The Bank Guarantee in respect of security Deposit would be released by the Bank only on receipt of a NO DUE CERTIFICATE in respect of the Tender issued by the BSNL.

Signature of the tenderer

**SECTION VII**  
**BID FORM**

Tender No \_\_\_\_\_

Date \_\_\_\_\_

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having read the conditions of contract and services to be provided as per No.G-55/Tend-LCV/2009-2010/ dated 0 .0 .2009, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle 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 ten day 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 Nationalized bank for a sum not exceeding 10% of the contract sum of the due performance of the contract.
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 replacement.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 200

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature

Signature of the tenderer

**SECTION VIII**  
**PERFORMANCE SECURITY BOND FORM**

1. 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 \_\_\_\_\_. Contractors 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 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 and 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 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.

1. 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 agree 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.

2.

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 hereunder 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 any of the powers exercisable by the BSNL, \_\_\_\_\_ against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, 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,  
The General Manager Telecom  
Bharat Sanchar Nigam Ltd.  
Kodagu Telecom District  
Madikeri – 571 201

**Subject: -** Authorization for attending bid opening on. .... 1500 Hours

(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 representative 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