

# **BHARAT SANCHAR NIGAM LIMITED**

A Government of India Enterprise)

**GULBARGA - 585 101 – KARNATAKA**

## **BID DOCUMENT**

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

**BOOK NO.**

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### **SECTION-I**

## **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT  
GULBARGA**

**No:G-98/TNDR-MV/08-09/01 Dated : 05-02-2009**

**NOTICE INVITING TENDER**

The General Manager Telecom District Gulbarga invites sealed tenders on behalf of BSNL upto 15.00Hrs of 23-02-2009 for 'Hiring the Light Commercial Vehicles' (such as Tempo Trax/ TATA Sumo/ Toyota Qualis / Car Indica / Indigo / Ambassador) not older than 2005 year model from the prospective contractors recognized by Department of Tourism Government of India/ State Government OR any other reputed Public Institution / Body, reputed Companies / individuals.

**Schedule to Invitation of Tender**

1. Time and date of issue of Bid Document : From 10.00 Hrs. of **10-02-2009**  
17.00 Hrs. of **24-02-2009**
2. Time and date of depositing the tender : upto 15.00 Hrs. of **25-02-2009**
3. Time and date of opening of the tender : 15.30 Hrs. of **25-02-2009**
4. EMD..... Rs.10,000/- Per Vehicle
5. Quantity of vehicles required.....23 Nos.
6. Cost of the work : .....Rs.2,00,000/- Approximately) per vehicle.
7. Cost of the tender Schedule.....Rs.563/- (Rs.500+TAX)  
(Non Refundable)

8. **NOTE :** For each vehicle one separate tender schedule is required.  
The tender forms and other details may be obtained from the SDE (General)  
O/o G M Telecom, Near HPO, Gulbarga on all working days from 10.00 hrs of  
**10-02-2009** to 17.00 Hrs. of **24-02-2009**

Asst. General Mnager (Admin)  
O/o G M Telecom Gulbarga

Tender documents will be issued only to those who satisfy the eligibility conditions on application. Intending eligible may obtain the bid documents from SDE (GENL) O/o GM Telecom, Near HPO, Gulbarga on payment of Rs. 563/- (Rs.500+TAX) (Rs. Five hundred Sixty three only) (non refundable) payable in Cash Counter O/o GM Telecom Gulbarga on all working days from 09-02-2009 to 22-02-2009.

Tender Documents can also be downloaded from our website [www.Karnataka.bsnl.co.in](http://www.Karnataka.bsnl.co.in) / Gulbarga. The cost of the tender document Rs.563 /- should be in the form of crossed Demand draft only drawn in any scheduled Bank in Gulbarga in favour of AO(Cash), O/O GMTD, Gulbarga.

Bidders shall have to deposit the Earnest. Money Deposit of Rs. 10,000/- (Rs. Ten thousand only) per vehicle as Bid Security in the form of Demand Draft drawn in favour of Accounts officer (Cash) BSNL, Gulbarga and the DD in original should be enclosed along with the bid. OR EMD can be paid in cash at the Cash Counter O/o GM Telecom Gulbarga and the original Cash Receipt should be enclosed along with the bid.

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## **SECTION II INSTRUCTIONS TO BIDDERS**

### **1. SERVICES TO BE PROVIDED.**

Services to be provided are given in Section VI.

### **2. Eligible Bidders.**

- a. Bidders should be recognized from the department of Tourism Government of India / State Government OR Any other reputed Public Institution / Body / reputed private transport companies / individuals.
- b. The vehicle should be of model not older than year 2005 and registered as commercial vehicle for use as commercial vehicle. The proof of ownership OR lease holding should be produced when called for.
- c. The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2005.
- d. The tenderer should have valid permit to carry the persons / materials to be transported.
- e. Registration number of the vehicles proposed to be supplied should be furnished along with attested Xerox copies of RC Book, permit and Comprehensive Insurance. / Registration Certificate from customs Central Excise Department.

f. No vehicles should be supplied having registration in the name of BSNL employee OR close relatives.

g. I/TAX and / or any Central Taxes should have been paid up to the last financial year (March-08) and Challan for the same to be enclosed.

### **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. Instruction to bidder
- c. General Condition (Commercial) of the contract
- d. Special conditions of the contract, if any
- e. Schedule of requirement and hiring charges.

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- 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 on 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 purpose in writing. The purchaser shall be responded in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

Documents required to be submitted for establishing Bidder Eligibility and Qualifications.

1. Partnership Deed or proprietorship deed or articles / Memorandum of Association as the case may be, latest Annual Account in form C6.

2. Valid and authenticated certificate from the Department of Tourism, Govt. of India / State.
3. Vehicle number and copy of RC book, Insurance and permit.
4. A Certificate as per Clause 8 of Section IV.

## **5. Amendment of bid document**

- i) At any time, prior to the date of submission of bid, BSNL may, for any reason whatsoever 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.

## **6. Documents comprising the bid**

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

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- 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 10.
- c) A clause by clause compliance as per clause 9.
- d) Bid Form and price schedule completed in accordance with clause 7 and 8.

## **7. 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 schedules as per section V.

## **8. Bid Price**

- i) The supplier shall quote as per price schedule given in section V for all types of vehicles given in 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.

## **9. 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.

## **10. Bid Security**

- 10.1 Each Tender should be accompanied by EMD of Rs. 10,000/- per vehicle, payable by DD drawn in favour of AO (Cash) BSNL Gulbarga Telecom District. The bids received without the EMD are liable to be rejected. The EMD of the successful tenderer will be adjusted against the performance security payable as per Clause 2.1 of Section III.
- 10.2 EMD of the unsuccessful tenderer will be released without interest after finalisation of the tender & award of the work.

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- 10.3 The EMD and SD of the successful tenderer will be released after the expiry of the tender provided no claims are pending.
- 10.4 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 17.
    - ii. to furnish performance security in accordance with clause 2 of Section III.
    - iii. A bid not secured in accordance with Para 10.1 shall be rejected by the BSNL as non responsive at the bid opening stage and will be 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.

## **11. Format and signing of bid :**

- 11.1 The bid shall be signed by the bidder or a person duly authorized to bid the contract.
- 11.2 The over writing/ erasures in the bid made by the bidder shall be signed by the person signing the bid. If not, the bid is liable for rejection.

## 12. Submission of bid:

- i) The bid should be submitted duly sealed and addressed to **Shri Kallappa T. AGM (Admin) O/o G M Telecom Near HPO Gulbarga** and should be dropped in the tender box kept in the chamber of **AGM (admin) O/o GM Telecom District, Near HPO Gulbarga-585 101 on OR before 1500 hrs of the due date 25-02-2009.**
- ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

## 13. Bid opening :

BSNL shall open the bids in the presence of bidders OR their authorized representatives 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)

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## 14. Evaluation :

- 14.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been duly signed and whether the bids are generally in order.
- 14.2 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 of bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected.
- 14.3 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.
- 14.4 For Category 'A' Vehicles; The tender will be evaluated for an average of 1500 Kms & 15 hrs O.T.  
For Category 'B' Vehicles; The tender will be evaluated for an average of 2000 kms, 20hrs O.T. & 4 days Night halts.
- 14.5 The Evaluation committee after finalising the L1 rates by negotiation if required, the work will be awarded to the remaining tenderers on their bid seniority, after ensuring 30% of tender quantity to L1.
- 14.6 No specific place of utilization of the vehicle shall be mentioned in the tender service the vehicle hired is liable for utilization any where in the jurisdiction of Gulbarga SSA of BSNL
- 14.7 Place of work will be determined strictly according to BSNL requirement and GMTD Gulbarga reserves right of allotment of place to any of the tenderer as per exigency of service during the contract period also GMTD reserves right to re-allot the vehicle any where in the district based on the need.

**15. 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 IX with the bid document.

**16. Right to vary quantities:**

BSNL reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges, offered quantity and other terms and conditions.

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**17. Signing of Contract :**

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

7.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuance of clause 10.

**18. Annulment of Award :**

Failure of the successful bidder to comply with the requirement of clause 17 shall constitute sufficient ground for the annulment of the award and for 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.

**19. Period of validity of bids :**

i) The bid shall remain valid for 90 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.

Validity of the tender is one year from the date of acceptance of tender. This is extendable for a further period of 6 months or on finalisation of new tender whichever is earlier. Casual / Temp hiring is also allowed if required.

**20. Bidders List :**

Once the tender is opened all bidders will be placed on a panel called "Bidders List". Bidders list means a list of bidders whose rate quoted from lowest to highest i.e. lowest bidder is on first and highest is placed in last. Thus each bidder will be given a bidder seniority number.

For deployment of vehicle at various places the "Counselling" will be done on date notified by GMTD Glb by notification which will be displayed on the Notice board of this office. It is the responsibility of the bidder to ascertain the date of counselling and arrange himself for his presence in the Chamber of DGM (T) Gulbarga. All the bidders should participate in "Counselling" failing which their case for choice of place will not be considered and decision of TEC in this respect would be final.

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### **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 EMD of the successful bidder will be converted as 'performance Security' In addition to the EMD already paid the successful bidder shall be required to deposit an amount of Rs. 10,000/- (Ten thousand only) within 10days of conveying BSNL's intention for accepting the bid so that the total 'Performance Security' is 20,000/-
- 2.2 Additional of Rs. 10,000 Performance Security shall be submitted in the form of Bank Guarantee issued by scheduled Bank and the proforma provided in section IX of the bid document or in the form of Cash/ DD payable to AO (Cash), BSNL Gulbarga Telecom District.
- 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 :**

Monthly bills shall be submitted in triplicate to the authority specified in contract along with copy of log book duly signed by the user.

- 4.1 The payment towards hiring of the vehicle will be made on the basis of trip sheet, prepared by the in charge of the vehicle user.
- 4.2 Payment will be made by Account payee cheque (and not by cash) to the contractor after deduction of income tax and other statutory taxes (as applicable) on each bill including Taxes that are introduced during the currency of the agreement period.
- 4.3 The contractor should submit the bill on or before 7<sup>th</sup> of the following months without fail to his controlling unit.
- 4.4 Proforma for satisfactory service shall accompany every bill which shall be duly filed and signed by the controlling officer of the respective vehicles for making payment of the bill.

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## **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 contract.
- 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.
- 5.3 In case, non-supply of Vehicle/s by the contractor whatsoever may be the reason, for any period/s action will be taken to hire the vehicle from open market at the cost of the contractor, the difference of cost paid if any, will be recovered from the contractor and if the same is not paid it will be recovered either from the pending bills if any or from the amount of EMD/SD.

## **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 at 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 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 in writing by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such a 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.

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## **8. Arbitration :**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the GM BSNL Gulbarga. 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 normal function or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM/ PGM/ or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to arbitration proceeding under this clause.
- 8.3 The venue of the arbitration proceeding shall be the Office of General Manager Telecom, gulbarga Telecom District, BSNL at Gulbarga or such other place as the arbitrator may decide.

## **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.

## **10. Rates :**

- 10.1 The rates should be quoted for the following conditions and should be quoted clearly.

a) Rates of monthly charges for a minimum run of 1000Kms for category 'A' and 1500Kms for category 'B' in a month any where in Telecom District.

b) Rate per Km in excess of 1000 kms in respect of category 'A' & 1500Kms in respect of category 'B' should be quoted seperately.

c) The Rates for hourly O.T. and Night halt at overtime should be quoted seperately.

10.2 If the vehicle has not run for a full month proportionate charges of rates quoted for 10.1(a) shall be paid.

10.3 Month means calendar month.

10.4 Wherever night halts are allowed as per requirement of hirer, the contractor will not be entitled for O.T on that day.

10.5. Any short utilization in a particular month of the contractual Kms will be adjusted in next three months period.

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11.1 Vehicles required to be operated at the following places :

1.	Gulbarga	GMTD	01 No	Car Indica/Indigo	A
2.	Gulbarga	DGM(T)	01 No	Car Indica/Indigo	A
3.	Gulbarga	SDE (Mktg)	01 No	Tata sumo/Trax Qualis	A
4.	Gulbarga	SDE (S.R)	01 No	Tata sumo/Trax Qualis	A
5.	Gulbarga	SDE(W)	01 No	Sumo/Trax/Qualis	A
6.	Gulbarga	SDE (N)	01 No	Sumo/Trax/Qualis	A
7.	Gulbarga	SDE (BS)	01 No	Sumo/Trax/Qualis	A
8.	Gulbarga	CAO (TR)	01 No	Sumo/Trax/Qualis	A
9.	Gulbarga	DI E10 (B)	01 No	Sumo/Trax/Qualis	A
10.	Gulbarga	E/E Civil	01 No	Sumo/Trax/Qualis	B
11.	Gulbarga	SDOT	01 No	Sumo/Trax/Qualis	B
12.	Gulbarga	DE (MS)	01 No	Sumo/Trax/Qualis	B
13.	Afzalpur	SDE (G)	01 No	Sumo/Trax/Qualis	B
14.	Aland	SDE (G)	01 No	Sumo/Trax/Qualis	B
15.	Chincholi	SDE (G)	01 No	Sumo/Trax/Qualis	B
16.	Jewargi	SDE(G)	01 No	Sumo/Trax/Qualis	B
17.	Shahabad	SDE (G)	01 No	Sumo/Trax/Qualis	B
18.	Chittapur	SDE (G)	01 No	Sumo/Trax/Qualis	B
19.	Sedam	SDE (G)	01 No	Sumo/Trax/Qualis	B
20.	Shahapur	SDE (G)	01 No	Sumo/Trax/Qualis	B
21.	Shorapur	SDE (G)	01 No	Sumo/Trax/Qualis	B
22.	Hunasgi	SDE (G)	01 No.	Sumo/Trax/Qualis	B
23.	Gulbarga	SDE(Dev)MS	01 No.	Sumo/Trax/Qualis	B

11. 2 BSNL Gulbarga reserves the right to allot any vehicle to any place without recording any reasons whatsoever.

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## **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 gulbarga & executive employees (also called Group A & B officers working in Gulbarga) 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 will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is noticed so. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers / officials as well as essential store items while running the vehicle by ensuring safe driving. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. Vehicle should be well maintained and free from scratches and ugly look and provided with proper seat covers.
11. The vehicle should be cleaned every day.
12. The driver should be provided with Uniforms and possess valid driving licence in his vehicle always.
13. Normally the vehicle is required between 9 AM to 9 PM. However this shall be fixed as per the convenience of controlling officer. Overtime at the rates as finalised will be applicable and shall be paid for duty exceeding 12 hours on any day.
14. Holidays and weekly offs: The weekly offs shall be normally on Sundays. However the weekly off shall be given on any convenient day in the following week in case the vehicle is used on Sunday. In case weekly off is not given in the following week, overtime for the work done on Sunday shall be paid.
15. In case the vehicle is required for more than these hours the driver should be in a position to continue till the works are completed for the day.
16. No personal sign writing is allowed on the vehicle and only BSNL logo should be displayed. The vehicle should be provided with a sign board "HIRED TO BSNL" in front and rear side of the vehicle.
17. The 'RC' book, copy of the insurance policy, Tax paid receipt and all other connected documents should be available in the vehicle.
18. The running cost of the vehicle will be borne by the contractor i.e. he should provide enough fuel, oil and spare parts.
19. The wages of driver, repair charges, break down charges, licence, tax, cost of fuel etc. will be borne by the contractor.
20. Drivers should be provided with Mobile by the tenderer for enabling officers to contact / call the vehicle as and when required by the officers.

Signature of the Tenderer with seal

20. First-Aid kit to be made available in the vehicle at all time.
21. The vehicle should be insured and renewed on time.
22. No private parties are allowed in the vehicle and in case the vehicle driver misbehaves with officers and staff, the contractor should take necessary action to change the driver and no second hiring is allowed.
23. Meter reading and the time must be reckoned from the office or the place to which the vehicle is ordered. The same clause will hold good at the end of the trip.
24. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BSNL and taxes due on such vehicles shall be liability of the contractor.
25. 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 the contractor's liability.
26. BSNL reserves right to counter offer price against price quoted by the bidder.
27. 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.
28. 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.
30. In case of Cars, only ambassador / Tata Indica and Indigo will be taken on hire.

Signature of the Tenderer with seal

## **SECTION V**

To :

The General Manager  
Telecom district  
GULBARGA.

### **SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**

Sir,

In response to your tender notification No:G-98/TNDR-MV/08-09/01 dated 05-02-2009 I/We have gone through the terms and conditions stipulated in the tender for

hiring of light commercial vehicles. I/We shall abide the tender rules and any other rules connected to for hiring of light commercial vehicles that may be enforced by BSNL from time to time.

a. **I. RATE OFFERED :**

Sl. No.	Type of Vehicle & Model	Job Description	Hire charges per vehicle in Rs including all Taxes except service Tax figures	O/T per Hr.	Night haltIn
01.	TATA Sumo / Trax /Qualis / Cars Indica / Indigo / Ambassador				

**I. CATEGORY-A**

- i. For 1000 Kms per month
- ii. Per Km exceeding 1000 Kms

**II. CATEGORY- B**

- i. For 1500 Kms per month
- ii. Per Km exceeding 1500 Kms

**II. EMD PARTICULARS**

I/We enclose the DD No. :.....Dated..... Drawn on...../ paid by cash vide cash receipt No. : ..... Dated.....For Rs. 10,000/- (Ten thousand only) towards EMD.

**III. VEHICLE DETAILS**

Sl.No  
Type of Vehicle  
Registration number of the vehicle  
Model

**Note :-** 1. O.T : Means before and after the normal duty. Less then 30 Min. will be ignored.  
2. Night halt : Means charges for 09.00 PM to 09.00 AM in a day.

Place :  
Date :

Signature of the Tenderer  
(Name and full address)

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

1. Service : Provision of commercial vehicles with licensed drivers, registered commercial vehicles on Hiring basis for running in Gulbarga / Karnataka.
2. Period of Contract Under normal circumstances the contract shall be valid for a period of one year from date of issue of final acceptance letter. However contract may be extended for further period upto Six months if agreed by the contractor and BSNL on the same rate, terms and conditions.
3. Quantity Estimated number of vehicles to be hired is 23 (May vary + 25%) 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. Twelve hours per day on all days of month except Sundays. However actual duty hours shall be specified by actual users of vehicles.
5. Notice period i) For regular requirements one day in advance  
ii) Telephonic information shall be considered as notice.
6. Reporting Place Any place within the jurisdiction of Gulbarga Telecom District. Actual place of reporting shall be specified by users of vehicles.
7. Counting of distance From Office to Office or from the place ordered by the actual user as the case may be.
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, vehicles have to be replaced by other immediately within one hour. In case of non-availability of suitable vehicle a penalty upto 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, a penalty of Rs. 200/- per break down shall be imposed.

Signature of the Tenderer with seal

II) In case of non-availability of vehicles penalty of Rs.500/- Per day shall be imposed in addition to deduction at pro-rata basis for that day.

III) In case of non-availability of vehicles during extra hrs. Penalty of Rs. 100/- per occasion shall be imposed.

IV) In case the vehicle is delayed for reporting at the required time a penalty of Rs. 20/- per hour will be charged and decision of user will be final in this regard.

V) Owners usage should be minimum.

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 each bill while submitting claim.

III) Payment of any Govt. tax or duty for plying the vehicles in Gulbarga / Karnataka and other states in India will be liability of contractor.

Signature of the Tenderer with seal

**SECTION VII**

**BID FORM**

Tender No.....

Date .....

A : (Name & Address of the Purchaser)

Dear Sir,

Having the conditions of contract and services to be provided for oneNumber, the receipt of which is hereby duly acknowledge, 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 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 Bank guarantees of a Scheduled Bank for a sum of Rs. 10,000/- being additional security deposit of the contract sum for the due performance of the Contract.
- 4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of anytime 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 / manipulation.
- 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.....

Signature of the Tenderer with seal

W i t n e s s . . . . .  
. . . . .  
. . . . .

A d d r e s s . . . . .  
. . . . .  
. . . . .  
. . . . .  
. . . . .  
. . . . .

Signature

**List of Attested Valid Documents to be enclosed with Bid Form.**

- a) R.C.Book
- b) Tax Paid Certificate
- c) Taxi Permit
- d) Partnership deed in case of Partnership Firm.
- e) Comprehensive Insurance Policy
- f) EMD in form of DD or Cash paid receipt issued by AO (Cash) O/o GMTD Gulbarga for Rs. 10,000/- per vehicle.
- g) Income tax clearance certificate along with Tax paid Challan.
- h) Service Tax registration Certificate
- i) Experience Certificate
- j) Declaration about relationship

Signature of the Tenderer with seal

**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 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.

**DECLARATION**

I S r i / S m t . . . . .  
. . . . .  
. . . . .

A g e d a b o u t . . . . . y e a r s  
s o n / d a u g h t e r o f  
S r i . . . . .  
. . . . .

R e s i d i n g  
a t . . . . .

.....do hereby affirm  
as follows :

That, I have no relatives working  
in Gulbarga BSNL, Telecom  
District.

O R

That I have the following named  
near relative(s) working in Gulbarga  
BSNL Telecom District.

S l . N o .	Name
Age	Relationship
Designation	office

Working

I further declare that the  
information furnished above are  
correct and bonafide to the best of  
my knowledge. In the event of any  
information coming to light contrary  
to what has been stated above. I (or  
my firm) will be liable to be black  
listed and security deposit can be  
forfeited by the General Manager  
BSNL Telecom District Gulbarga

Signature of the  
Tenderer with seal

Place :

Date :

## **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 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 GMTD BSNL, Gulbarga up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided 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 as 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 the Bank

Name

Signed in Capacity of

Full Address of Branch

Tel. No. of Branch

Fax. No. of Branch

Signature of Witness

Name of Witness

Address of Witness

Signature of the Tenderer with seal

## SECTION IX

### PERFORMANCE SECURITY BOND FORM

AT 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.....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 of 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 of or damages caused to or would be caused to or suffered by 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 failur to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL.....in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the BSNL.....Any money so demanded not withstanding any disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

Signature of the Tenderer with seal

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 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 discharge this guarantee.

5. We (name of the Bank) further agree with the BSNL..... that the BSNL.....shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime 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 of 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 contractor(s) / supplier (s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional any prior notice by BSNL.

Date .....

For.....  
(Indicating the name of the bank)

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

Signature of the Tenderer with seal

# SECTION X

## L E T T E R   O F   A U T H O R I S A T I O N   F O R A T T E N D I N G   B I D   O P E N I N G

( To reach on 1700 hrs of ..... 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)

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of 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 with seal

