

BID DOCUMENT

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

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO
I	NOTICE INVITING TENDER	3-4
II	INSTRUCTIONS TO BIDDERS	5 - 12
III	GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT	13 - 18
IV	SPECIAL CONDITIONS OF THE CONTRACT	19 - 21
V	SCHEDULE OF REQUIREMENTS & HIRE CHARGES ON MONTHLY BASIS	23
VI	SERVICES TO BE PROVIDED	24
VII	BID FORM(FINANCIAL BID)	25
VII-A	BID FORM(TECHNICAL BID)	26
VIII	BID SECURITY FORM	27
IX	PERFORMANCE SECURITY BOND FORM	28-29
X	LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING	30

SECTION I

Bharat Sanchar Nigam Limited

(A Government of India Enterprise)

NOTICE INVITING TENDER

Sealed Tenders are invited up to 1500 Hours On 12-03-2009 for hiring light commercial vehicles viz: **TRAX/TATA SUMO/TATA INDICA/AMBASSADOR CAR (NON A.C.)** , **NOT OLDER THAN 2004 YEAR MODEL** from the prospective contractors recognized by the Department of Tourism, Govt. of India/State Govt. or any other reputed public Institution/Body / reputed private transport companies/individuals, having experience in supplying commercial vehicles for **one** year to any Central / State Government organization or a large Public Sector Undertaking.

Schedule to the invitation of Tender

- | | | |
|----|--------------------------------------------------------------|--------------------------------------------------|
| 1. | Tender NO. | D-3/Tender/Vehicle/2009-10/1
dated 25-02-2009 |
| 2. | Time & last date of issue
of Bid Document | 1200 Hours of 11-03-2009 |
| 3. | Time & Date of depositing
tender/bid by Speed/Regd. Post. | 1500 Hours of 12-03-2009 |
| 4. | Time and date of opening of
Tender/Bid | 16.00 Hours of 12-03-2009 |
| 5. | Minimum Validity of Tender offer | 90 days from the date of opening. |
| 6. | Services to be provided | Any where in Belgaum Telecom Dt. |
| 7. | Duration of contract | One Year from the date of Award of
contract |

Intending eligible bidders may obtain Bid Document from S.D.E.(Genl) O/o GMT Telephone Exch. Compound, Belgaum on payment of Rs. 575/- (Rupees Five Hundred Seventy Five Only) (non refundable) payable in cash to Accounts Officer (Cash) O/o GM BM TD, Belgaum between 10.00 hrs to 12.00 hrs on all working days from 27-02-2009 to 11-03-2009. Bidders shall have to deposit Earnest Money Deposit of Rs. 5000/- per vehicle (Rupees Five Thousand Only) as Bid Security in the form of Demand Draft in favour of

Bharat Sanchar Nigam Limited, BMTD, along with the bid.

If the tender document is downloaded from website, a separate DD of Rs. 575/-(500+75 Sales Tax) drawn in favour of BSNL BM TD payable at Belgaum towards the cost of bid document is to be enclosed with the bid.

This office is not responsible for any postal delay.

L.V.Navalgund
Assistant General Manager (Admn)
% General Manager Telecom. BM TD
B E L G A U M – 590 001

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

Services to be provided are given in Section VI.

2. Eligible Bidders

- (a) Bidder should be recognized from the Department of Tourism. Govt. of India / State Govt. or any other reputed public institution / body / reputed private transport companies / individuals.
- (b) The bidder should own or on lease sufficient number of vehicles not less than **TWO** vehicles of model not older than the year 2003 vehicles registered as commercial vehicles in their names or firms names for use as commercial vehicle. The proof of ownership OR lease holding should be produced whenever 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 THE STIPULATED YEAR.
- (d) The bidder shall have experience of minimum period of one year for similar type of contract of supplying commercial vehicles to Govt. organization or any large Public Sector undertaking.
- (e) The Vehicle should have valid permit to carry the persons/materials to be transported.
- (f) Registration number of the vehicles proposed to be supplied should be furnished along with the attested Xerox copies of RC Book, permit and insurance.
- (g) No vehicle should be supplied having registration in the name of the employee of BSNL staff or their close relatives.

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 Hiring 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 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 hirer in writing. The hirer shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

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

1. The bidder shall furnish the particulars of past performance with supporting documents.
2. Partnership Deed or proprietorship deed or articles / Memorandum of Association as the case may be, latest Annual Account in form C6.
3. Valid and authenticated certificate from the Department of Tourism, Govt. of India / State.

4. List of vehicles along with vehicle numbers and copies of RC books, Insurance and permit.
5. 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 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 of 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 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 FINANCIAL BID form as per Section VII alongwith the appropriate price schedule as per requirement furnished in the bid document covering the services to be rendered, quality and price schedules as per Section V and TECHNICAL BID FORM as per Section VII A.

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 giving.

- ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. 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. 5,000/- per vehicle, payable by DD drawn in favour of BSNL Belgaum at Belgaum. 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.
- 10.3 EMD to be converted as SD. Hence SD will be released after the expiry of the tender provided no claims are pending.
- 10.3-1 Bid Security shall be Rs.10,000/- per VEHICLE.

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 date and returned to the bidder.
- 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 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.

11.2 The over writing /erasures in the bid made by the bidder shall be signed by the person signing the bid.

12. Submission of bid.

- i) The bid should be submitted in two covers. The first cover superscribed as " TECHNICAL BID" shall contain documents establishing bidder's eligibility as per clause 2 and 4.3 of Section II and a certificate on relatives working in BSNL as per clause 8 of Section IV and the bid security as per clause 10. The second cover superscribed as "FINANCIAL BID " shall contain the rates quoted by the contractors for each item shown in the schedule of requirement as per Section V. The original copy of Technical and Financial Bid duly marked as " ORIGINAL" and the two copies of the original marked as "Copy" . Both the covers of " TECHNICAL BID AND FINANCIAL BID " should be sealed separately by the personal seal of the bidder.
- ii) The bids should be submitted duly wax sealed and addressed to Shri L. V. Navalgund AGM(Admn), % G M Telecom, BSNL, Belgaum and delivered by

registered post / speed post OR may be dropped in the tender box kept in the chamber of AGM (Admn) O/o GMT Belgaum on or before the due date.

iii) Any bid received after the dead line for submission of bids even due to postal delay shall be rejected and returned to the bidder.

13. Bid opening

BSNL shall open the Technical bid cover containing documents detailed as per clause 12 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 shall be submitted by the bidder before they allowed to participate in bid opening. (Format is given in Section X) After scrutiny of Technical bid for its satisfactory specification the BSNL will short list those who are eligible and the date of opening of Financial bid will be intimated later on. The Financial bid will be opened only in those cases who fulfill the eligibility conditions and furnish all documents as given in Technical bid.

14. Evaluation

14.1 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.

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 bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

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 The lowest L-1 bidder will be found out by taking the total charges, namely rate for 1000/1500/2000 KMs (as applicable) Plus 500 KMs additional charges with KM rate plus charges for 3 days overnight stay, taken together for each place.

14.5 Once a vehicle is released for overnight stay no extra charges for the additional hours will be given.

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

16. Right to vary quantities

(I) The Successful bidder should be able to provide a minimum of 50% of the required number of vehicles.

(II) 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.

17. Signing of Contract

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

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

**L .V.NAVALGUND
AGM (ADMN)
O/O GMTD Belgaum-**

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 Rs.10,000/- per vehicle as Performance Security. EMD of Rs. 5000/- will be appropriated with security deposit on request of the tenderer.
- 2.2 Performance Security in his own name shall be submitted in the form of Bank Guarantee for 18 months issued by scheduled Bank and the Performa provided in section IX of the bid document or in the form of Cash/DD payable to AO(Cash), BSNL Belgaum 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 duplicate 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 from time to time) on each bill.
- 4.3 The contractor should submit the bill on or before 7th of the following months without fail.
- 4.4 The bills complete in all respect submitted by the contractor beyond the prescribed period mentioned in the previous clauses are liable for penalty at the rate of 0.25% of the amount of the bill for every one week of delay subjected to maximum of 5% of the amount of the concerned bill.
- 4.5 The bills complete in all respect submitted by the contractor after six months after completion of the work, will be treated as invalid and no payment will be made on them. However in exceptional cases payment will be authorised with applicable penalties mentioned in the bid document by the head of SSA only, after detailed investigation & on appeal by the contractor.

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.

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 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 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 on performance or delay in performance under the contract shall be resumed as soon as practicable after such an even may come to an end or cease to exit and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration i.e the General Manager Telecom, BELGAUM Telecom district or an officer appointed by him on his behalf whose decision will be final and binding on both the parties , within the jurisdiction of BELGAUM SSA. 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 there under, 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 Office of General Manager Telecom, Belgaum Telecom District, BSNL at Belgaum 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 in SECTION-V clearly.

- 10.2 Rate per night halt at an outstation over & above duty/ OT period &
No OT will be given during this period.

- 10.3 If the vehicle has not run for a full month proportionate charges of
rates quoted for a minimum of 1000 Kms in a month shall be applied.

- 10.4 Month means calendar month.

11 Vehicles required to be operated any where in Belgaum

Telecom District.

11.1 BSNL Belgaum reserves the right to allot any vehicle to any SDE/DE/DGM at any place.

REQUIREMENT OF VEHICLES AS MENTIONED BELOW.

NAME OF THE PLACE	TRAX/SUMO (DIESEL)	AMB/INDICA CAR(DIESEL)	TOTAL
BELGAUM	7	3	10
ATHANI	2	--	2
BAILHONGAL	1	--	1
RAMDURG	1	--	1
SAUNDATTI	1	--	1
CHIKODI	1	--	1
RAIBAG	1	--	1
HUKERI	1	--	1
GOKAK	1	--	1
MUDALGI	1	--	1
MOBILE BM	2	--	2
TOTAL	19	3	22

**L.V.Navalgund
AGM(ADMN)
O/o GMTD BM- 1**

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 disability 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 BSNL (name of unit) & executive employees (also called Group-A & Group-B officers working in BSNL (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 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.
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 suitable 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 a standard dress and possess valid driving license, RC Book and Insurance in his vehicle always. He should have good character and experience in driving without accidents.

13. Vehicle has to be supplied on all the day of the month . Normally the vehicle is required between 9 AM to 7 PM. However this shall be fixed as per the convenience of controlling officer.

14. 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. He should stay in the HQ concerned

15. The vehicle should be provided with a sign board "HIRED TO BSNL" In front and rear side of the vehicle.

16. The 'C' book should be available in the vehicle.

17. The running cost of the vehicle will be borne by the contractor i.e. he should provide enough fuel, oil and spare parts.

18. The wages of driver, repair chares, break down charges, license, taxes, cost of fuel etc. will be borne by the contractor.

19. The vehicle should be insured and renewed in time.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. Shortage in utilization contracted KMs if any during a particular month will be suitably adjusted over a period of subsequent three months.

L.V.Navalgund
AGM(ADMN)
O/o GMTD BM-1.

SECTION-V
SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

SLNO	TYPE	JOB DISCRPTION		HIRE CHARGES /VEHICLE (Rs)		
				Unit Price	Levies Taxes If any	Composite Charges
1	TRAX	1	For 1000 Kms/month			
		2	For 1500 Kms/month			
		3	For 2000 Kms/month			
		4	Extra Km			
		5	Out station night charges			
2	SUMO	1	For 1000 Kms/month			
		2	For 1500 Kms/month			
		3	For 2000 Kms/month			
		4	Extra Km			
		5	Out station night charges			
3	AMB CAR DIESEL	1	For 1000 Kms/month			
		2	For 1500 Kms/month			
		3	For 2000 Kms/month			
		4	Extra Km			
		5	Out station night charges			
4	INDICA DIESEL	1	For 1000 Kms/month			
		2	For 1500 Kms/month			
		3	For 2000 Kms/month			
		4	Extra Km			
		5	Out station night charges			

I enclose DD NO _____ Dated _____ drawn on
_____ for Rs. _____ towards EMD.

I am agreeable to provide _____ no. of vehicles, the details of which are
Given below.

Signature of the Tenderer with Seal

PAGE : 22

Sl. No. Registration No. of vehicle TRAX/SUMO Model-

1

2.

3

4.

5

6.

7

8.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

I am also agreeable to all the terms and conditions mentioned in the tender.

Place :

Date :

Signature of the Tenderer

SECTION VI

SERVICES TO BE PROVIDED

1. Service Provision of commercial vehicles with licensed drivers, registered commercial vehicles on Hiring basis for running in Belgaum/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 up to one year if agreed by the contractor and BSNL on the same rate, terms and conditions.
3. Quantity Estimated number of vehicles to be hired is 22, 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. Ten 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 intimation shall be considered as notice.
6. Reporting Place Any place within the jurisdiction of Belgaum Telecom District. Actual place of reporting shall be specified by users of vehicles
7. Counting distance of From Office to Office or from the place ordered by the actual user as the case may be.
8. Accuracy of meters of 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 or not more than 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 in addition to pro rata charges.
II) In case of non-availability of vehicles penalty of Rs.200/- 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) if the tenderer fails to supply vehicles for more than 7 days In a stretch the contract will be terminated and the tender will Be awarded to the other tenderer
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 their close relative and certificate to this effect be given on the body of bill while submitting claim. Also the vehicle being supplied should not have any direct or indirect relations to any of the BSNL staff or their close relative.**
III) Payment of any Govt. tax or duty for plying the vehicles in Belgaum / Karnataka will be liability of contractor.

AGM(ADMN)

SECTION VII
FINANCIAL BID FORM

Tender No

Date

To

Dear Sir,

Having the conditions of contract and services to be provided Nos. the receipt of which is hereby duly acknowledge, 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 from a Scheduled Bank as per the clause 2.1 of Section III of the contract as performance security of Contract.

4. We agree to abide by this Bid for a period of 90 days form 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 an 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

SECTION VII-A

TECHNICAL BID FORM

Tender No.....
Name and Address.

Dear Sir,

To
The
BSNL, BELGAUM telecom district.

Subject: Sealed tender for hiring of TRAX/TATASUMOs

Sir,
With reference to.....BSNL Tender Notice inviting quotations for hiring of TRAX/SUMO , we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents.

1. The list of vehicles with models and registration no. Owned oor lease. Which are registered as commercial vehicles. The proof of ownership or lease holding should be produced as and when called for. Annexure.
2. PAN NO. (proof to be attached) Annexure.
3. Attested copy of Partnership Deed or Proprietorship deed or Article /Memorandum of association as the case may be.....Annexure
4. A valid certificate issued by the competent authority of a PSU/Central/St.Govt: organization for satisfactory performance of the contract on hiring vehicles for at least two year..... Annexure....
5. A certificate on relatives working in BSNL as per clause 8 of section-IV of Bid document..... Annexure..

Yours truthfully,

Name and Address:

Seal of the Firm:

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 ofhaving our registered office at (hereafter called "the Bank") are bound untoBSNL in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form: or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
 - (a) fails or refuses to execute the Contract, if required or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to BSNL up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand. BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of section II of the Bid Document 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

Signature of Witness
Branch
Name of Witness
Address of Witness

Name
Signed in Capacity of
Full Address of
Tel. No. of Branch
Fax. No. of Branch

SECTION IX

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

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

4. We (name of the Bank)----- --- -----further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year and six months 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 TRAX/TATASUMOried 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 contactor(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.

Dated: _____

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.

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)

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 maybe refused in case authorization as prescribed above is not received.

Place :

Date :

Signature of the Tenderer