

% General Manager Telecom,
BELLARY -583101



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

IndiaBroadband²⁰⁰⁷
Linking India >>

Cost of Tender Document Rs.563/- (Non-refundable)

Tender Document
For Hiring of Vehicle
For the year 2009-2010

No:G-110/BSNL/Ten/HV/2009-2010/01 dated AT BL the 22.06.2009

For further information and queries contact
General Section, O/o GMT Bellary
Telephone No: (08392/ 274897 /273599)

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SECTION – I

%General Manager Telecom,
Bellary Telecom District
, BELLARY.583101



भारत संचार निगम लिमिटेड
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NOTICE INVITING TENDER

{**TWO COVERS BID SYSTEM**}

NO: G-110/ BSNL/ Ten / HV/2009-10 / 01 Dated @ BELLARY the 22.06.2009

Sealed Tenders are invited up to 1500 hrs of **13.07.2009** for Hiring Commercial Vehicles (Yellow Board vehicle) multi utility vehicles, Tempo Trax / Tata Sumo / QUALIS) which are not older than **2006** model, from the prospective Contractors.

-:SCHEDULE TO THE INVITATION OF TENDER:-

1. Tender No.	G-110/ BSNL/ Ten / HV/2009-10 / 01 Dated @ Bellary the 22.06.2009
2. Time and last date of issue of Bid Documents	13.00 Hrs. of 13 . 07. 2009
3. Time and last Date of Depositing tender/bid	15.00 Hrs. of 13 . 07. 2009
4. Time and date of Opening of tender (Technical Bid)	16.00 hrs. of 13 . 07. 2009
5. Minimum Validity of tender offer	180 days from the date of opening.
6. Services to be provided	Hiring of Commercial Vehicle (Jeeps) (model not older than 2006) [Approx. 15 Nos.]
7. Details List of Hired Vehicles Required :-	Tata Indica /Tempo Trax /Qualis/ Tata Sumo etc (4 for Bellary , 1 for Hospet / 1 for Kudligi/ 1 for Sandur 1 for Siruguppa/, 1 for Huvinahadagalli, 1 for Harapanahalli / 1 for OFC mtce/ 1 for SDOT Bellary/ 2 for Mobile services 1 for H.B.Halli)
8 Earnest money Deposit :-	Rs.7000/- (Each vehicle)
9. Duration of contract :-	One Year from the date of Award of Contract with an option of extension for a further period of Three Months on the same rates, terms and conditions.

Intending eligible bidders may obtain Bid Document from SDE (General), O/o GMTD, Station Road, Bellary on payment of Rs.563/- (Rupees. Five Hundred and Sixty three only) (non refundable) on all working days up to **1300 hrs of 13.07.2009** in favour of Accounts Officer (Cash). BSNL, GMTD, Bellary. Bidders shall have to deposit Earnest Money Deposit of Rs.7000/-(Rupees Seven Thousand only) as Bid security in the form of Demand Draft obtained from any Nationalised Bank or Cash Receipt (ACG-67) obtained from AO (Cash), O/o G.M.Telecom, Bellary along with the bid document per vehicle offered.

For further details visit our web site www.Karnataka.bsnl.co.in/Tender or contact SDE (General), O/o GMT Bellary, Station Road , Bellary-583101 Phone No.08392-273599.

Asst.General Manager (Admn),
O/o G.M.Telecom, Bellary.

Corporate Office: Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath ,New Delhi - 110001,
Website: www.bsnl.co.in

SECTION II

INSTRUCTIONS TO BIDDERS

1. SERVICES TO BE PROVIDED

Services to be provided are given in Section VI.

2. ELIGIBLE BIDDERS:

- (a) The bidder should own or on lease sufficient number of vehicles of model not older than 2006 year which are registered as commercial vehicles in their names or Firm's name. The proof of ownership or lease holding should be produced as and 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 vehicle of model not older than 2006 (Year)

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.

3.1 Estimated cost of the Tendered value for each vehicle is Rs. 2,50,000/- approximately per year.

4. BID DOCUMENT :

4.1 Bid document includes

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General Conditions (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 authorisation to attend bid opening.

4.2 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

4.3 A prospective bidder requiring any clarification on the Bid Document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of Bid Document, which it receives not later than 7 days prior to the date of opening of Tender.

5. DOCUMENTS REQUIRED TO BE SUBMITTED FOR ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS

- i. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be, latest Annual Account in form / C6.
- ii.
 - a) Copy of RC Book
 - b) Copy of Taxi permit certificate
 - c) Copy of Insurance Certificate
 - d) No relation Certificate / EMD not forfeited certificate
 - e) Fitness Certificate
 - f) Model Number

6. AMENDMENT TO BID DOCUMENT:

- i) At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the Bid Documents by amendments.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. DOCUMENTS COMPRISING THE BID:

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

- a) Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid security furnished in accordance with clause 11.
- c) A clause by clause compliance as per clause 10.
- d) Bid form and price schedule completed in accordance with clause 8 and 9.

8. BID FORM:

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

9. BID PRICE:

- i) The supplier shall quote price as per schedule given in section V for all types of vehicles given in the schedule of requirement. The composite price should include all the type of “Taxes, including services Tax etc., as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii) “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. CLAUSE BY CLAUSE COMPLIANCE:

A clause by – clause compliance of service to be provided (SECTION VI), and special condition (Section IV) shall be given. In case of deviation a statement of deviation shall be given.

11. BID SECURITY:

11.1 Pursuant to clause 7, the bidder must deposit Rs.**7000/-** (Rupees Seven Thousand Only) as Bid Security per vehicle offered. The bid security shall be in the form of Cash receipt (ACG-67)issued by A.O. (Cash) or cross demand draft drawn in favour of A.O.(Cash), BSNL, Bellary.

11.2 THE BID SECURITY MAY BE FORFEITED :

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 2 of Section III.
 - iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as on responsive at the bid opening state and returned to the bidder unopened.
 - iv) The bid security of unsuccessful bidder will be discharged/returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

12. FORMAT AND SIGNING OF BID: The bidder shall prepare one complete set of originals of Technical bid and Financial bid placed in separate covers clearly marking them as “original” and two copies of the same placed in separate covers clearly marking them as ‘copy’. In the event of any discrepancy, the original shall govern.

12.1 The original and copies of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorised to bind the bidder the contract.

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

12.3. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

- 12.4. (i) The power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the State of Karnataka and the same be attested by a notary public or registered before Sub-Registrar of the states(s) concerned.
- (ii) The power Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution /Body corporate.
- (iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

13. SUBMISSION OF BID:

THE COVER CONTAINING THE BIDS SHOULD BE SEALED WITH WAX.

The bids should be submitted in two covers. The first cover super scribed as "Technical Bid" shall contain documents establishing bidders eligibility as per clause 2& 5 of Section –II and a certificate on relatives working in BSNL as per clause –8 of section –IV. The second cover super scribed as "Financial Bid" shall contain the DD for bid security as per section – II, clause - 11 and the rates quoted by the contractor for each item shown in the schedule of requirement as per Section –V. Both the covers of "Technical bid" and "Financial bid" should be sealed separately by the personal seal of the bidder.

Bid should be submitted duly sealed and addressed to AGM (Admn) O/o GM Telecom, Bellary 583101 on or before 1500 Hrs. of **13.07.2009** and should be dropped in Tender Box kept in AGM (Admn) Chamber.

Any Bid received after the deadline for submission of Bids shall be rejected and BSNL is not responsible for any Postal / Courier delay.

14. BID OPENING:

BSNL shall open Technical Bid cover containing documents details as per clause 13 in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. 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). After scrutiny of the 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 & furnish all documents as given in Technical Bid.

15. EVALUATION :

15.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which 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.

15.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Section V of the bid document.

15.4 The Tenderers are required to quote their rate as per the schedule of **SECTION "V"** each tenderers rate shall be computed as follows evaluation purpose.

- | | |
|--|---------------------------------|
| a) For urban vehicles. | 1500 KMS |
| b) For Rural vehicle & Urban 2000 Kms category vehicle | 2000 Kms. |
| c) Night Halt | 1 Night both for Urban & Rural. |
| e) SUM of [(a or b) + c + d] | |

The value @ (e) will be used to decide L1 and so on

The above formula is only for a evaluation purpose and claims will be as per accruals.

The tenderers are required to quote the rate per km and beyond the ceiling limit fixed above for additional kms.

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 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with Section IX with the bid document.

17. RIGHT OF VARY QUANTITIES:

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

18. SIGNING OF CONTRACT:

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

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

19. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause -- 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

20. PERIOD OF VALIDITY OF BIDS:

- (i) The bid shall remain valid for 180 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.

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 For successful bidders the Bid security of Rs.7000/- will be converted into performance security.
- 2.2 The successful bidder is required to pay Total Performance Security amount equal to 10 % of the approved Negotiated Rates per month x 12 months.
- 2.3 Performance Security shall be submitted in the form of Cash / DD drawn in favour of Accounts Office (Cash) O/o GMTD - Bellary / Bank Guarantee issued by a Nationalised Bank and the Proforma provided in Section IX of the Bid Document. In case the Bank Guarantee for the full amount i.e. Bid Security / EMD + Performance Guarantee amount is submitted, than Bid Security / EMD will be refunded to the tenderer.
- 2.4 Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- 2.5 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. PAYMENTS TERMS :

Monthly bills shall be submitted in duplicate to the authority specified in contract along with completed duty slips duly signed by the user. The copy of service tax paid challan for the previous month should be produced along with the bills for payment.

4(a) Prices: -

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

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 General & Special conditions of 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 “ The BSNL Reserves the right to stop the usage of any Vehicle & Terminate the Tender at any time during the validity / Extended period of Tender without assigning any reason what so ever & BSNL shall not be responsible for any loss to Contractor on this Account ”
- 5.4 Tenderer have to submit separate application for each station, EMD (Deposit) is separate for each vehicle applied.

5.5 DETERMINATION OF L-1 & REQUIREMENT OF EXTRA VEHICLE

In case the number of qualified bidders are less then the requirement then the first option of providing all the vehicles will be given to L-1 bidder. Subsequently L-2, L-3 etc will be counter offered the remaining No. of vehicles at approved rate for L-1. In case of further shortage of bidders or L-2, L-3 etc not accepting the counter offer, the technically qualified bidders of all other categories or as decided by TEC can be offered the L-1 approved rates for supply of vehicles.

5.6 DETERMINATION OF L-1 & REQUIREMENT OF EXTRA VEHICLE

Whenever number of qualified bidders are more then the requirement then the first option of providing all the vehicles will be given to L-1 bidder. Subsequently L-2, L-3 etc will be counter offered the remaining No. of vehicles at approved rate for L-1. In case of further shortage of bidders or L-2, L-3 etc not accepting the counter offer, the technically qualified bidders of all other categories or as decided by TEC can be offered the L-1 approved rates for supply of vehicles.

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:

- 7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall 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 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 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 of GMT BELLARY. BSNL of the respective District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMT or by whatever designation such officers may be called (Hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMT of BSNL, shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory or re-enactment of or any rules made thereof.
- 8.2 The venue of the arbitration proceedings shall be office of GMT Bellary BSNL at BELLARY or such other place as the arbitrator may decide.
- 8.3 The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriate 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.

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 regulation 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, executive/Non-executive employees 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 be 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. The attested copy of driving license of all such drivers should be submitted during the contractual period. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at the 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, insurance's, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C. Book and the insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. The tender for the vehicle will be considered to the place where it is quoted. However, the change of place will be considered if the contractor is willing to provide the vehicle to other places under same terms and conditions.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
16. The contractor should ensure that at the end of duty: the duty slips are completed and signed by the users. The duty slip in duplicate copy from to be printed and serially numbered by the contractor as per the format given section XI.
17. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.
18. Vehicles once bid normally can not be changed after acceptance of the tender. However GMTD Bellary reserve right to get the vehicle changed if hi desire so
19. The contractor shall be responsible for payment of service Tax if any . And the contractor shall register his name with service Tax Authorities even though he is exempted from paying of service Tax and copy of the service Tax Registration certificate showing his Service Tax number should be produced to this office within a month from the date of issue of work order.
20. Contractor can not claim the night halt in case of sharing of vehicle by two officers in the same division within the SSA
21. The General Manager Reserve the right to terminate the contract without assigning any reasons.
22. The GMTD-Bellary Reserve the right to reject any or all the tenders in full or in part without assigning any reasons and the decision of GMTD-Bellary shall be final and is binding on all concerned
23. The General Manager Telecom Bellary shall also reserve the right to accept or reject any of the tenders and the decision of the General Manager Telecom Bellary will be binding on all the tenderers in respect of all the disputes relating to this tender no appeal against the decision of the GMTD-BELLARY shall be entertained.
24. The contractor shall be responsible for the payment of service tax if any, and the contractor shall register his name with the service tax authorities even though he is exempted from paying of service tax and copy of service tax registration certificate showing tax number should be produced to this office within a month from the date of issue of work order.
25. short utilization of KMs in any particular month can be adjusted in the next subsequent three months.

SECTION-V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

1,500 Kms Category FOR BELLARY (TOTAL 03 No.)

TYPE OF VEHICLE REQUIRED TATA INDICA

(MODEL NOT OLDER THAN-2006)

SL. No	PLACE WHERE REQUIRED & VEHICLE NUMBER	JOB DESCRIPTION (MONTHLY CHARGES) UNIT PRICE WITH ALL TAXES EXCLUDING SERVICE TAX.		
		RATE FOR 1500 KMS PER MONTH	RATE PER KMS BEYOND 1500KMS	OUT STATION NIGHT HALT CHARGES
01	<u>BELLARY</u> Vehicle No _____ Model Year. _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____

Note:- Service Tax as applicable will be paid by BSNL

Place _____

Date _____

Signature of Tenderer _____

Name of the Tenderer _____

Phone No. _____

Mobile No. _____

SECTION-V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

2,000 Kms Category FOR BELLARY SSA (TOTAL 10 No.)

TYPE OF VEHICLE REQUIRED TEMPO TRAX /TATA SUMO

(MODEL NOT OLDER THAN-2006)

SL. No	PLACE WHERE REQUIRED & VEHICLE NUMBER	JOB DESCRIPTION (MONTHLY CHARGES) UNIT PRICE WITH ALL TAXES EXCLUDING SERVICE TAX.		
		RATE FOR 2000 KMS PER MONTH	RATE PER KMS BEYOND 2000KMS	OUT STATION NIGHT HALT CHARGES
01	<u>BELLARY</u> Vehicle No _____ Model Year. _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____

Note:- Service Tax as applicable will be paid by BSNL

Place _____

Date _____

Signature of Tenderer _____

Name of the Tenderer _____

Phone No. _____

Mobile No. _____

SECTION-V

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

2,000 Kms Catogery FOR MOBILE SERVICES IN BELLARY SSA (TOTAL 02 No.)

TYPE OF VEHICLE REQUIRED TEMPO TRAX /TATA SUMO)

(MODEL NOT OLDER THEN-2006)

SL. No	PLACE WHERE REQUIRED & VEHICLE NUMBER	JOB DESCRIPTION (MONTHLY CHARGES) UNIT PRICE WITH ALL TAXES EXCLUDING SERVICE TAX.		
		RATE FOR 2000 KMS PER MONTH	RATE PER KMS BEYOND 2000KMS	OUT STATION NIGHT HALT CHARGES
01	<u>BELLARY SSA</u> Vehicle No _____ Model Year. _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____	Rs. _____ Rupees. _____ _____

Note:- Service Tax as applicable will be paid by BSNL

Place _____

Date _____

Signature of Tenderer _____

Name of the Tenderer _____

Phone No. _____

Mobile No. _____

SECTION VI

SERVICES TO BE PROVIDED

1. Service : Provision of commercial vehicles with licensed drivers, register commercial vehicles on Hiring basis for running in Bellary Telecom District.
2. Period of Contract: Under normal circumstances the contract shall be valid for Contracted period of one year from date of issue of work order. However contract may be extended for further period of three months if agreed by the contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates.
3. Quantity : Estimated number of vehicles to be hired is **15** 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. : “ Reporting Time / Place as per direction of the Controlling Officers ”
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 concerned Officer.
Actual place of reporting shall be specified by users of vehicles.
7. Counting of distance : From office to office i.e. originating office to terminating office
Distance only.
8. Accuracy of meter : The meter reading should tally the actual distance of run at any Meters instant and authorised 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.
 - 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 hours penalty of Rs. 100/- per occasion shall be imposed.

10. Special requirements:
- i) Intending bidder must have a telephone where requisition of vehicle requirement can be conveyed all the 24 hours. Telephone numbers must be specified in the bid.
 - ii) No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and certificate to this effect be given on the body of bill while submitting claim.
 - iii) Payment of any Govt. Tax or duty for plying the vehicles in BSNL will be liability of contractor.
 - iv) Parking and Toll charges, if any, may be claimed by producing valid parking / Toll slips.
 - v) Shortage in utilization of contracted KMs if any during a particular month will be suitably adjusted over a period of subsequent month.
 - vi) Short utilization of contracted KMs in any of the month is not adjusted due to expiry of tender validity just before the closure of tender can be adjusted in EMD / SD of the Tenderer before refund of EMD / SD
 - vii) Intending bidder should arrange issue of proper identity Cards after verifying the antecedents of his drivers thro Local Govt. offices.

SECTION VII

FINANCIAL BID FORM

Tender Phone No.

Date :

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos. _____ the receipt of which is hereby duly acknowledge. I/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. I/We undertake, to enter into an agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 200

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Tenderer

SECTION VII-A

TECHNICAL BID FORM

Tender No. Date
A: (Name & Address of the Purchaser)

Dear Sir,

To
The _____
O/o G.M.Telecom,
Station Road,
BELLARY-580 020.

SUBJECT : SEALED TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES & CARS.

Sir,

With reference to _____ dated _____. BSNL Tender Notice inviting quotations for hiring of Light Commercial vehicles & Cars. We have read the terms and conditions in the Bid Document and accept the same and furnish the following documents. As per Clause-2 & 5 of Section –II

1. The list of vehicles with models & registration numbers owned or on lease, which are registered as commercial vehicles. The proof of ownership or lease holding should be produced as and when called for)Annexure.
2. Attested copy of Partnership Deed or proprietorship deed or Article / Memorandum of Association as the case may be Annexure
3. Service Tax Registration Number Annexure
4. A valid certificate issued by the competent authority of a PSU/Central/ State Govt. organization for satisfactory performance of the contract or hiring Vehicles for at least one yearAnnexure
5. A certificate on relatives working in BSNL as per Clause 8 of Section-IV of Bid DocumentAnnexure .

Yours truthfully,

Name _____
Address _____
Telephone _____
Seal of the firm _____
Date :

SECTION VIII

BID SECURITY FORM

Where as (hereafter called "the Bidder") has submitted its bid dtd..... 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 into BSNL, in the sum of Rs. For which payment will and truly to be made the Bank bids itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.

(a) fails or refuses to execute the Contract, if required, or

(b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 10 of section II of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of 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

SECTION IX

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 and conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (here in after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said contractor's of any of the terms and 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 notwithstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and 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 from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges 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 and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said contractor(s) and to forbear or enforce any of the terms 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 the stamp act.

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To,
The General Manager Telecom,
Bharat Sanchar Nigam Ltd.
Station Road,
Bellary 583101.

Subject: Authorization for attending bid opening on __ __ __ ____ (date) in the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternate Representative

Signature of Bidder
Or
Officer authorized to sign the bid

Documents on behalf of the bidder

NOTE:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION XI

FORMAT OF DUTY SLIP

(Print Name of the Company & address)

Sl.No. Date
(to be filled by contractor)

- 1. Regn. No. of Vehicle :
- 2. A/C or Non-A/C Model & Year Petrol/Diesel/CNG
- 3. Name, Designation & address of user
-
-

(to be filled by user)

- 4. Purpose of Journey (detail)
- 5. Places visited
- 6. Meter Reading at Starting Point at closing Point
- 7. Total KMs Run
- 8. Time at Starting Point at closing Point
- 9. Extra Detention Hours (beyond duty Hrs.)
- 10. Charges for Parking/Toll Tax etc.
- 11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

Appendix - IV

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial Vehicle on Long Term use in Bellary SSA / Unit, vide No: G-110/BSNL /Ten/ HV/2009-10/01 Dated 22.06.2009 as required under Section-IV, clause (8) of Bid-Documents).

Signature of Tenderer

CERTIFICATE

I

S/O

R/O hereby certify that none of my relative (s) as defined in Section – IV, item (7) of tender document is / are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me”.

Signed.....

For and on behalf of the Transporter

Name (caps).....

Position.....

Date.....

EMD / SECURITY DEPOSIT NOT FORFEITED CERTIFICATE

I hereby declare that I am not Black Listed in any BSNL Tenders in Karnataka or any other state and my EMD / Security Deposit / Performance Security Deposit was not forfeited in BSNL or any Government Department Tender.

Place:
Date:

(Signature of the Tenderer)