

# **Bharat Sanchar Nigam Ltd.**

**(A Govt. of India Enterprise)**

**CHIKMAGALUR TELECOM DISTRICT**

## **BID DOCUMENT**

Tender No. G-10/LMV/BSNL-CKG/2008-2009/1, Dated 28-3-2009

**TENDER FOR HIRING OF CARS & MULTI  
UTILITY VEHICLES WITH VALID PERMIT FOR  
COMMERCIAL USE IN CHIKMAGALUR SSA**

**Price Rs. 563/-**

# TABLE OF CONTENTS

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE NO</b>
I	Notice Inviting tender	3
II	Instruction to Bidders	4 - 8
III	General (Commercial) conditions Of the contract	9 - 11
IV	Special conditions of the contract	12 - 13
V	Schedule of requirements and Hire Charges on monthly basis	14
VI	Services to be provided	15 - 16
VII	Bid Form (Financial Bid)	17
VII- A	Bid Form (Technical Bid)	18
VIII	Bid Security Form	19
IX	Performance Security Bond Form	20 - 21
X	Letter of Authorisation for attending bid Opening	22
XI	Format of Duty Slip	23
	Agreement format & Appendices I to V	24 - 33

**Section I**  
**Bharat Sanchar Nigam Ltd.**  
(A Govt. of India Enterprise)  
**NOTICE INVITING TENDER**

Sealed Tenders are invited upto 14.30 hrs. on 22-04-2009 for hiring cars/vans/multi utility vehicles without AC such as Indica cars/ Omni vans/ Jeeps/ Sumo/ Trax / Qualis which are not older than 4 years from the prospective contractors holding a valid certificate issued by the competent authority of a PSU/ Central/ State Govt. organization for satisfactory performance of similar contract on hiring vehicles for atleast one year before the date of NIT and owning/having on lease not less than 2 vehicles.

**Schedule to the invitation of Tender**

1. Tender No. G-10/LMV/BSNL-CKG/2008-2009/1, Dated 28-3-2009
2. Time and last date of issue  
of Bid Document .....13.00 Hrs. of **22-4-2009**.
3. Time and Date of  
Depositing tender/bid .....14.30 Hrs. of **22-4-2009**
4. Time and date of  
Opening of Tender .....16.00 Hrs. of **22-4-2009**
5. Minimum Validity of  
Tender offer .....150 days from the date of opening.
6. Services to be provided..... Hiring of Cars/Vans/Multi utility vehicles  
( Approx. **14** numbers) models not older than **2004** .
7. Duration of contract ..... **One Year** from the date of Award of contract with  
an option of extension for a further period of **One  
Year** on the same rate, terms and conditions.

Intending eligible bidders may obtain Bid Document from DE (Admn), O/o GMT, BSNL, Belt Road, Chikmagalur – 577 101 on payment of Rs 563/- (Rs Five hundred and sixty three only) (non refundable), by cash, on all working days upto 13.00 hrs of **22-4-2009**.

OR

The payment will be accepted in the form of Crossed Demand Draft drawn on any Scheduled Bank, in favour of Accounts Officer (Cash), BSNL, Chikmagalur, payable in Chikmagalur

OR

The Bid Document can also be downloaded from BSNL website : [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in) , in which case the cost of the tender document of Rs.563/- (Rs. Five hundred Sixty three only) shall be paid in the form of crossed DD drawn in favour of Accounts Officer (Cash), BSNL, Chikmagalur, payable in Chikmagalur and enclosed to the technical bid document

Bidders shall have to deposit Earnest Money Deposit of Rs. 50,000/- (Rupees ty thousand only) as Bid Security in the form of crossed DD drawn in favour of Accounts Officer (Cash),

BSNL, Chikmagalur, payable at Chikmagalur, along with the Technical bid.

Read, understood and accepted

Signature of Bidder with Seal  
SECTION II

## INSTRUCTIONS TO BIDDERS

### SERVICES TO BE PROVIDED

1. Services to be provided: are given in Section VI

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

(a) The bidder holding a valid certificate issued by the competent authority of a PSU/ Central/ State Govt. organization for satisfactory performance of the contract on hiring vehicles for at least one year.

(b) The bidder should own or on lease sufficient number of vehicles, not less than 2 ( i.e minimum 16.67% of the total quantity estimated for hiring) of model not older than three years from the date of issue of NIT 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.

(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 2004 (year).

(d) The bidder shall have experience of minimum period of one year for similar type of contract of supplying commercial vehicles to any Govt organization or any Public Sector Undertaking.

#### 3. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

#### 4. **Bid Document**

4.1 Bid document includes

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special conditions of contract if any
- e. Schedule of requirement and Hire Charges
- f. Services to be provided
- g. Bid form and price schedule
- h. Bid security form
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening.

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

#### 4.2 a) **Cancellation of Tender**

**The GM, BSNL, CKG reserves the right to reject any or all the tenders without**

**assigning any reason whatsoever. In such an event, the cost of the bid document is not refundable.**

Read, understood and accepted

Signature of Bidder with Seal

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 The bidder shall furnish the particulars of past performance with supporting documents.
- ii. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be, latest Annual Account in Form - C6
- iii Service Tax Registration Number (Compulsory except where exemption is applicable as per prevailing Govt. of India rules.
- iv Valid and authenticated certificate from any of the PSU/ Central/ State Govt. organization for satisfactory performance of the contract on hiring vehicles for atleast one year.
- iv (a) PAN Number (Permanent Account 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 Forms**.

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

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, **excluding Service Tax**, as applicable from time to time.
- ii) The price quoted by the bidder shall remain fixed during entire period of Contract including extension period & 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.

- ii) "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Read, understood and accepted

Signature of Bidder with Seal

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.50,000/-/- (Rupees Seventy thousand only) as Bid Security in the form of crossed DD from any nationalized/scheduled bank drawn in favour of Accounts' Officer (Cash), BSNL, Chikmagalur, payable in Chikmagalur.

11.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security. EMD is also adjustable towards performance security.

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

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
  - i) to sign contract in accordance with clause 18
  - ii) to furnish performance security in accordance with clause 2 of Section III
  - iii) A bid not secured in accordance with Para 11.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.
  - 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 authorized.

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 respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.

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

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

Read, understood and accepted

Signature of Bidder with Seal

13. **Submission of bid.**

The bids should be submitted in two covers. ]

The first cover superscribed as “**Technical Bid**” shall contain

- a) documents establishing bidder’s eligibility as per Clause 2 & 5 of Section-II,
- b) EMD in the form of crossed Demand Draft drawn in favour of ‘Accounts’ Officer (Cash), BSNL, Chikmagalur, payable at Chikmagalur and
- c) certificate to the effect that no such relatives of him/her, as defined under clause 8 of Section-IV, are working in Chikmagalur SSA.

The second cover superscribed as “**Financial Bid**” shall contain

the rates quoted by the contractor for each item shown in the Schedule of Requirement as per Section-V.

Both “**Technical Bid**” and “**Financial Bid**” should be sealed separately by wax/tape.

i) Both the bids(Technical & Financial bid) should be enclosed in a separate cover duly sealed by wax/tape and addressed to DE (Admn), O/o GMT, BSNL,Belt Road, Chikmagalur-577 101 shall be delivered either in person or by Regd. Post/Courier or deposited in the Box kept for the purpose, on or before 14.30 hrs of due date. The main cover containing technical and financial bids shall be boldly superscribed as “Tender for hiring of light commercial motor vehicles in Chikmagalur SSA”

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

14. **Bid opening**

BSNL shall open both the Technical bid and Financial bids of all the bidders in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date and time except the bids of the tenderers who have not submitted the required EMD and the cost of the bid document, in which case, the financial bids of such bidders will not be opened. The eligibility and responsiveness of the bids will be evaluated later. Authorization letter for the representative to attend the bid opening shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X).

15. **Evaluation**

- 15.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 15.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and

charges as indicated in the price schedule in section V of the bid document.

**15.4 L1 will be decided based on the lowest price quote received for each slab of Assured KM per month.**

Read, understood and accepted

Signature of Bidder with Seal

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

**17. Right to vary quantities**

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

**18. Signing of Contract**

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

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

**19. Annulment of Award**

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

**20. Period of validity of bids**

(i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

Read, understood and accepted

Signature of Bidder with Seal



## **SECTION III**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

#### **2. Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs 5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security.

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

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

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

#### **3 EXECUTION TIME LIMIT**

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### **4. PAYMENT TERMS**

Monthly bills shall be submitted in duplicate, on or before 15<sup>th</sup> of every month, to the SDE HRD, O/o GMT, BSNL, CKG along with completed duty slips, duly certified and signed by the user and counter signed by the controlling officer so that the payment may be effected normally by the end of the month. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment.

#### **4 (a) PRICES**

- 4 (a) i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.
- ii) In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

- iii) In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract..

Read, understood and accepted

Signature of Bidder with Seal

## **5. Termination of Contract**

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL.
- (b) If the contractor fails to perform any other obligation (s) under the General & Special Conditions of the contract.

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

## **6. Termination for insolvency**

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

## **7 Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## **8. Arbitration**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGM, KTK Circle, Halasuru, Bangalore-8 of Bharat Sanchar Nigam limited (BSNL), 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 CGM or by whatever designation such officers may be called (hereinafter referred to as the said

officer). In the event of such Arbitrator to whom the matter is originally referred to, vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, KTK Circle 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.

Read, understood and accepted

Signature of Bidder with Seal

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

8.2 The venue of Arbitration proceeding shall be Office of GM of BSNL, Chikmagalur 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 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.

Read, understood and accepted

Signature of Bidder with Seal

## 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 Chikmagalur Telecom District & executive employees ( also called Group-A & Group-B officers working in Chikmagalur Telecom District ) } 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.

Read, understood and accepted

Signature of Bidder with Seal

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving licence of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.

10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more/less than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra/short will not be more than 25% of original schedule or requirement in the NIT.

11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.

12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

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

14. BSNL reserves the right to select more than one bidder at L1 rate. However, BSNL also reserves the right for placement of full tendered quantity on the lowest bidder.

15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.

16. The contractor should ensure that at the end of duty; the duty slips are completed and signed by the users. The duty slip in duplicate copy form to be printed and serially numbered by the contractor as per the format given in Section-XI.

17. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

18. The rate for extra KM, under all slabs ie. 1000, 1250,1500,1750 & 2000, is prefixed by BSNL as a) Rs. 5.50/- KM for Tata Sumo/Trax/Qualis/Jeep  
b) Rs. 5.00/- KM for Maruthi Omni/Indica

19. The OTA (Over Time Allowance) payable is prefixed by BSNL as Rs.20/- Per Hour.  
Maximum permissible is 30 Hours per month.

20. The night halt charge is also prefixed by BSNL as Rs. 125/- per night.

Read, understood and accepted

Signature of Bidder with Seal

**SECTION –V**

**BID FORM**

**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**

Sl. No	Type of Vehicle	Place & No. of vehicles Required	Job Description (Assured Kmt per month)	Hire Charges Per/vehicle (exclusive of Service Tax)	
				In figures	In words
1	Maruthi Omni ( Non AC)	CAO/AO (Cash)Ckg -- 1 CAO/AO (Tra/OS Pursuit Cell)Ckg -- 1 <b>Total = 2</b>	<b>1000 KM</b>		
	Indica (Non AC) Diesel	DGM CKG – 1 <b>Total =1</b>	<b>1000 KM</b>		
2	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel) Non AC	SDE BHN - 1 SDE NRP - 1 <b>Total = 2</b>	<b>1250 KM</b>		
3	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel) Non AC	DE (U&R) Ckg & Klx – 1 SDE SNG – 1 DE MDG -- 1 <b>Total = 3</b>	<b>1500 KM</b>		
4	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel) Non AC	DE(Plg) CKG -- 1 DE TKE --1 <b>Total = 2</b>	<b>1750 KM</b>		
5	Qualis/ Trax/ TATA Sumo/ Jeep) Non AC	<b>If Required For Mobile Services</b>	<b>2000 KM</b>		
6	Qualis/ Trax/ TATA Sumo/ Jeep) Non AC	<b>If Required For Mobile Services</b>	<b>2500 KM</b>		

1) Charges for extra KM, 2) OTA and 3) Night Halt Charges are prefixed by BSNL as described vide clause 18, 19 and 20 of Section IV.

**Note:** CKG –Chikmagalur, MS—Chikmagalur Mobile Service, TKE-Tarikere, KDU-Kadur, MDG-Mudigere, BHN-Balehonnur, NRP-NR Pura, KPA-Koppa;, SNG-Sringeri

2) The bidder shall quote price for all types of vehicles and slabs given in the schedule and hence no column shall be left blank.

Name and signature of Bidder  
With Seal

Address of the Bidder.....  
.....  
.....

Read, understood and accepted  
Signature of Bidder with Seal

## SECTION VI

### SERVICES TO BE PROVIDED

1. **Service** : Provision of registered commercial vehicles with licensed drivers, on hiring basis for running in Chikmagalur Telecom District.
2. **Period of Contract** : Under normal circumstances the contract shall be valid for a period of one year from date of award of contract with an option of extension for a further period of one year on the same rate, terms and conditions
3. **Quantity** : Estimated number of vehicles to be hired is 12. 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.** : Eight hours per day (9.00 hours to 19.00 hours with break) on all days of month except Sundays (Weekly Off days). However actual hours to be deployed shall be specified by 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 the concerned officer.  
Actual place of reporting shall be specified by users of vehicles
7. **Counting of distance** : From Office/Exchange to work spot and back  
To and fro journey from Garage to Office/Exchange is not chargeable. Parking of vehicles in Office/Exchange premises is not permitted.
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 or not more than one hour. In case of non-availability of suitable vehicle a penalty upto Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.400/- 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 hrs.  
Penalty of Rs. 100/-per occasion shall be imposed.

Read, understood and accepted

Signature of Bidder with Seal

- 10. Special Requirements :**
- I) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No/Mobile No. must be specified in the bid.
  - II) No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
  - III) Payment of any Govt. tax or duty for plying the vehicles in Chikmagalur, Bangalore or any other place will be liability of contractor.
  - IV) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.
  - V) Shortage in utilization of contracted KMs if any during a Particular month will be suitably adjusted over a period of subsequent three months.
  - VI) Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers thro' Local Govt. offices.

Read, understood and accepted

Signature of Bidder with Seal



**SECTION VII  
FINANCIAL BID FORM**

Tender No. G-10/LMV/BSNL-CKG/2008-2009/1, Dated 28-3-2009

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of .....2009.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

Read, understood and accepted

Signature of Bidder with Seal

**SECTION VII-A**  
**TECHNICAL BID FORM**

Tender No. G-10/LMV/BSNL-CKG/2008-2009/1, Dated 28-3-2009

A : (Name & Address of the Purchaser)

Dear Sir,

To

The \_\_\_\_\_

Bharat Sanchar Nigam Ltd.,

\_\_\_\_\_ ,

\_\_\_\_\_ ,

Subject: Sealed tender for hiring of Light Commercial vehicles & Cars

Sir,

With reference to \_\_\_\_\_, 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.

1. The list of vehicles with models & registration numbers.  
( AC and non-AC cars separately) 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. 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. Service Tax Registration Number ..... Annexure  
(Compulsory except where exemption is applicable as per prevailing Govt. of India rules)
5. A valid certificate issued by the competent authority of a PSU/ Central/ State Govt. organization for satisfactory performance of the contract on hiring vehicles for at least one year.....Annexure
6. A certificate on relatives working in BSNL as per Clause 8 of Section-IV of Bid Document..... Annexure.

Yours truthfully,

Name \_\_\_\_\_

Address \_\_\_\_\_

Date

Read, understood and accepted

Signature of Bidder 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, in the sum of Rs. .... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are :

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

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

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

Signature of Witness  
Name of Witness  
Address of Witness

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

## SECTION IX

### PERFORMANCE SECURITY BOND FORM

In consideration of Bharat Sanchar Nigam Ltd., Chikmagalur (here in after called the BSNL, Chikmagalur) having agreed to exempt \_\_\_\_\_  
\_\_\_\_\_ (here in after called the said contractor(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (here in after referred to as “the Bank”) at the request of \_\_\_\_\_ Contractor’s do hereby undertake to pay to the BSNL, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_ by reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, \_\_\_\_\_ reason of breach by the said contractor’s of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the BSNL, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and 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 & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

Read, understood and accepted

Signature of Bidder with Seal

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 any time to time any of the powers exercisable by the BSNL, \_\_\_\_\_ against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

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

Read, understood and accepted

Signature of Bidder with Seal

## SECTION X

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on \_\_\_\_\_ or before date of bid opening)

To

The  
Bharat Sanchar Nigam Ltd.

Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in the  
Tender of \_\_\_\_\_.

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder

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

Read, understood and accepted

Signature of Bidder with Seal

## SECTION XI

### FORMAT OF DUTY SLIP

(Print Name of the company & address)

Format for Daily/Monthly Trip Sheet to be entered by user.

Vehicle Registration No..... Month.....Year

Daily Driver's duty time from 09.30 hrs to 19.00 hrs (9.30 hours with break)

Sl. No	Date & Day	No. of Trip Per Day	Trip No. (a) (b) (c)	Starting Location & time of trip	Ending Location & time of trip	Staring Km of Trip	Ending Km of trip	Trip Km Run	OT for the day	Night Halt If Any	Purpose of usage	Drivers Name and Signature	User Name, Designation and Signature
1													
2													
3													
4													

Read, understood and accepted

Signature of Bidder with Seal

## **AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of 2009 between M/S \_\_\_\_\_ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Shri. \_\_\_\_\_

### **AND**

Bharat Sanchar Nigam Ltd. Chikmagalur ( herein after called the BSNL whose term includes its successors and assignees) whose office is situated at 2<sup>nd</sup> Floor, Telephone Exchange Building, Belt Road, Chikmagalur 577 101 and acting through its authorized official Shri. \_\_\_\_\_, at Circle/ TDM Office at \_\_\_\_\_. The Contractor will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Contractor" has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Contractor shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order form appendix-III ( herein after called Hire order ) and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire



and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.

5. Contractor will provide vehicles to BSNL not older than 2004 model and registered for the commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the contractor.

6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor

7. Contractor will submit bills in accordance with Section-III, Clause (4) of the tender document to the \_\_\_\_\_ Section of \_\_\_\_\_, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-VI, clause 10(VI) and also carry duty slips printed by the contractor as per the Format shown in Section-XI where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the contractor. **Counting of distance shall be from the Office/Exchange to work spot and back. The distance covered in each way between user delivery address and the garage/ normal parking place shall not be allowed. Parking of vehicles in the Office/Exchange premises shall not be permitted.**

9. If the Contractor fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause 5 of Section III of Tender Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 9 (i) of Section VI of Tender Document.

11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of Section VI of Tender Document and in case of non availability of vehicles during extra hours, penalty as at clause 9(iii) of Section-VI shall be imposed.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. BSNL shall have no liability whatsoever.

13. The Tender Document No. G-10/LMV/BSNL-CKG/2008-2009/1, Dated 28-3-2009, schedules, annexure/appendix which we annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.

14. That contractor is/ shall be liable for any legal dispute/cases/claims that have arisen

or may arise during the currency of the agreement in respect of vehicles provided by contractor. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by contractor or third party as the case may be.

15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the BSNL against all such liability.

17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet. The Contractor will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and Section-IV item (7) & (8) of the tender documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGM, Karnataka Circle, BSNL or the authority nominated by him of Bharat Sanchar Nigam limited (BSNL). 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 his/her function or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, KTK Circle 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 Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of CGM, KTK Circle of BSNL at Halasuru, Bangalore-8 or such other place as the arbitrator may decide.

19. If the Contractor institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Contractor has his registered office.

20. The Contractor is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

21. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the proforma annexed as Appendix –V duly attested by a Magistrate / Executive Magistrate.

22. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:

\_\_\_\_\_  
(Name of Contractor)

Address : \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

**And**

\_\_\_\_\_  
*Name of the CGM / PGM / GM*  
Bharat Sanchar Nigam Limited

Address : \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the BSNL  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

For and on behalf of the Contractor  
Name(caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

- 1.
- 2.

- 1.
- 2.

## Appendix- I

### SECTION –V

#### BID FORM

#### SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

Sl. No	Type of Vehicle	Place & No. of vehicles Required	Job Description (Assured Kmt per month)	Hire Charges Per/vehicle (exclusive of Service Tax)	
				In figures	In words
1	Maruthi Omni ( Non AC)	CAO/AO (Cash)Ckg -- 1 CAO/AO (Tra/OS Pursuit Cell)Ckg -- 1 <b>Total = 2</b>	<b>1000 KM</b>		
	Indica (Non AC) Diesel	DGM CKG – 1 <b>Total =1</b>	<b>1000 KM</b>		
2	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel) Non AC	SDE BHN - 1 SDE NRP - 1 <b>Total = 2</b>	<b>1250 KM</b>		
3	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel)Non AC	DE (U&R)Ckg & Klx – 1 SDE SNG – 1 DE MDG -- 1 <b>Total = 3</b>	<b>1500 KM</b>		
4	Qualis/ Trax/ TATA Sumo/ Jeep (Diesel)Non AC	DE(Plg) CKG -- 1 DE TKE --1 <b>Total = 2</b>	<b>1750 KM</b>		
5	Qualis/ Trax/ TATA Sumo/ Jeep) Non AC	If Required Mobile services	<b>2000 KM</b>		
6	Qualis/ Trax/ TATA Sumo/ Jeep) Non AC	If Required Mobile services	<b>2500 KM</b>		

1) Charges for extra KM, 2) OTA and 3) Night Halt Charges are prefixed by BSNL as described vide clause 18, 19 and 20 of Section IV.

**Note:** CKG –Chikmagalur, MS—Chikmagalur Mobile Service, TKE-Tarikere, KDU-Kadur, MDG-Mudigere, BHN-Balehonnur, NRP-NR Pura, KPA-Koppa;, SNG-Sringeri

2) The bidder shall quote price for all types of vehicles and slabs given in the schedule and hence no column shall be left blank.

Name and signature of Bidder  
With Seal

Address of the Bidder.....

.....  
.....

Read, understood and accepted  
Signature of Bidder with Seal

## Appendix- II

# B.S.N.L.

[A Government of India Enterprise]  
(Part of Agreement for vehicle hire)

### The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract :- From \_\_\_\_\_ To \_\_\_\_\_

Name of SSA \_\_\_\_\_ Name of Circle \_\_\_\_\_

---

Sl.No	Name of Unit	Address	No of Vehicles Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-I/II	Monthly Contracted KMs
-------	--------------	---------	----------------------------------	----------------------------------	------	-----------------	------------------------

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Signed \_\_\_\_\_  
( on behalf of BSNL)

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-III

# B.S.N.L.

[A Government of India Enterprise]

## Hire Order

( only by specified authority )

This document is subject to the terms of the Agreement for vehicle hire.

Agreement dated \_\_\_\_\_ between \_\_\_\_\_ ( the Contractor) and \_\_\_\_\_ , the Authority (the BSNL)

### Order details

BSNL's order number \_\_\_\_\_ Contractor's reference \_\_\_\_\_

Name of Hiring unit \_\_\_\_\_

Name of SSA \_\_\_\_\_

Designation of authority hiring \_\_\_\_\_

Delivery address \_\_\_\_\_

### Vehicle details

Make \_\_\_\_\_ Model ( year of manufacture) \_\_\_\_\_

Fuel used \_\_\_\_\_ Horse Power ( cc ) \_\_\_\_\_ Euro I / II \_\_\_\_\_

Any other details \_\_\_\_\_

### Hire details

Vehicle delivery date \_\_\_\_\_ Period of hire (months) \_\_\_\_\_

Monthly hire charge Rs. \_\_\_\_\_

Contracted monthly mileage \_\_\_\_\_ Kms

Signed \_\_\_\_\_

( on behalf of BSNL)

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-IV

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in \_\_\_\_\_ SSA/Unit, vide No: BSNL/ / / 2002, Dt. \_\_\_\_\_ as required under Section-IV , clause (8) of Bid-Documents)

### 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 Contractor

Name(caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## Appendix-V

### UNDERTAKING

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)----- S/O -----residing at-----on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at----- and duly authorised to sign, file and verify present undertaking by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at 2<sup>nd</sup> Floor, Telephone Exchange Building, Belt Road, Chikmagalur-577 101 hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas M/S BSNL invited bids for ----- I/We participated in the bidding process and emerged as successful bidder with respect to Tender No.-----.

I/ We ----- acknowledge that I/We ----- have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

(1) I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against



any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:

- Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the contractor in past and during the course of this contact

OR

- Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

OR

- Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

**WITNESS :** 1. ....

2. ....