

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BID DOCUMENT

BSNL/GMTD/TUMKUR/2009-2010/1
(26/03/2009)

**TENDER FOR HIRING OF LIGHT
COMMERCIAL VEHICLES ON LONG TERM
USE IN TUMKUR SSA**
Price Rs.563/-

1. Tender form No
2. NIT No: G-2/ Tender Hired Vehicle/2009-2010/1 dtd at Tumkur the 26/03/2009.
3. Issued to
4. Payment particulars

Initial of the Issuing Officer

Signature of Tenderer

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Section I
Bharat Sanchar Nigam Limited
(A Govt of India Enterprise)

OFFICE OF THE GENERAL MANAGER, BSNL, TUMKUR-572101
G-2/ Tender Hired Vehicle/2009-2010/1 dtd at Tumkur the 26/03/2009.

NOTICE INVITING TENDER

Wax sealed Tenders are invited by the General Manager, BSNL, Tumkur for hiring light commercial vehicle with yellow Board such as Non-AC Ambassador Car, Maruthi Van Non AC not older than 2005-06 year model from the prospective contractors having not less than 2 (Two) vehicles with Yellow Board for the following stations in Tumkur Telecom district.

Sl No	Name or Station	No or Vehicles
1	Tumkur-	1
2	Madhugiri	1
3	Tiptur	1
4	Gubbi	1
5	Kunigal	1
6	Koratagere	1
7	Sira	1
8	Pavagada	1
9	C.N.Halli	1
10	Turuvekere	1

Sl No	Type of Vehicle	Approxi qty	EMD	Security Deposit	Estimated cost
1	Ambassador Car/ Maruthi Van	10 Nos	Rs. 4000/-	7.5% of cost of contract	Rs. 15.6 lakhs per annum

Schedule to the invitation of Tender

1. Time and last date of issue of Bid Document.....16.00 Hrs. of **05/05/2009.**
2. Time and Date of Depositing tender/bid.....15.00 Hrs. of **06/05/2009**
3. Time and Date of Opening of Tender/Bid.....16.00 Hrs. of **06/05/2009.**
4. Minimum Validity of Tender offer.....90 days from the date of opening
5. Service to be provided... Hiring of Light Commercial Vehicles Ambassador Car/Maruthi Van With Yellow Board of (Apprxi. 02 numbers) Models not older then Year 2005-06.

6. Duration of contract..... One Year from the date of Award of Contract with an option of extension for a Further period of 12 months on the same Rate, terms and conditions

The total No of Vehicles to be provided is approximate, we may be Increase OR Decrease the no of vehicles at place depending up on our requirement. The bidder should be in position to supply the vehicle without delay at the approved rate.

Intending eligible bidders may obtain Bid Document from Divisional Engineer (Admn) O/o GM, BSNL, IInd Floor, BSNL Bhavan, Ashoka Road, Tumkur on **payment of Rs. 563/- (Rs. Five hundred Sixty three only) (non refundable) on all working days up to 16.00 hrs from 05/04/2009 to 5/05/2009.** The payment will be accepted in the form of Demand draft on any Nationalized Bank in favour of Accounts Officer (Cash) O/o G M Telecom BSNL, Tumkur, payable at Tumkur.

Bidders shall have to deposit Earnest Money Deposit as Bid security in the form of Demand draft along with the bid as detailed above

Divisional Engineer(Admn)

O/o General Manager Telecom

BSNL, Tumkur Division

Ph No. 2257111

**SECTION II
INSTRUCTION TO BIDDERS**

SERVICE TO BE PROVIDED

1. Service to be provided are given in Section VI

2. Eligible Bidders

- a) Bidders should be prospective contractor having not less than 2 vehicles with Yellow Board.
- b) The bidders should own or lease sufficient Vehicles (minimum 2) of make not older than year 2005-2006. The proof of ownership or lease holding should be produced when called for. The vehicles should have Yellow Board.
- c) The bidders shall also submit full details of the vehicles such as make, model etc., 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 year 2005-2006.
- d) Preference will be given to the tenderers who possess experience of having rendered vehicle Hiring Service to any State/Central Government Department and PSUs in Tumkur District. Such tenderers shall enclose experience certificate.

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 (Section-I)
- b) Instructions to bidders (Section-II)
- c) General Condition (Commercial) for the contract (Section-III)
- d) Special Conditions of contract if any (Section-IV)
- e) Schedule of requirement and Hire Charges (Section-V)
- f) Service to be provided (Section-VI)
- g) Bid Form (Section-VII)
- h) Bid Security form (Section-VIII)

- i) Performance Security Bond (Section-IX)
- j) Letter of authorization to attend bid opening (Section-X)

4.2 The bidder is required to examine all instructions, forms, terms and specification in the bid documents. Failure to furnish all the information required as per Bid documents and 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 (BSNL) in writing. The purchaser shall respond in writing to any request for the clarification of Bid Document which it receive not later than 3 days prior to the date of opening of the Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and qualifications.

- i) The bidder may 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) Latest Income Tax Clearance certificate (ITCC).
- iv) Service Tax registration Certificate.
- v) I.T. Pan Card Proof.
- vi) Service satisfactory Certificate from Other bodies.

6. Amendment of Bid Document

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

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 (EMD) 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 Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered, quality and price schedule as per Section-V.

9. Bid Price

- i) The supplier shall quote as per price schedule given in section V for all types or vehicle given in the schedule of requirement.
- ii) The price quoted by bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account 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.
 - a) **For the purpose of arriving at the lowest quote, the rate for minimum run of 1500 Kms shall be the basis.**
 - b) **The rate to be quoted for each additional Km beyond monthly minimum run of 1500 Kms shall not exceed.**
 - c) **Rs. 4/- per KM in case of Ambassador Car./Maruthi Van, Jeep,**

Clause by Clause compliance

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

10. Bid Security(E.M.D)

10.1 The bidder must deposit for the specified amount as Bid Security. The Bid Security shall be in the form of Demand Draft in favour of AO(Cash) O/o GMT,BSNL, Tumkur TD payable at Tumkur.

10.2 The successful bidders security will be discharged upon the bidders acceptance of the award of contract satisfactorily in accordance with Clause 15 and furnishing the performance security.

10.3 The Bid Security may be forfeited

- a) If bidders 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 stage and returned to the bidder unopened.
- iv) The bid security of unsuccessful bidder discharged/returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

11. **Format and signing of bid.** The bidder shall prepare one complete set of original bid and one copy of the same clearly marking "Original" and 'Copy' in the event of any discrepancy, the original shall govern.

11.1 The original and copy of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bid the contract.

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

12. **Submission of bid**

- i) The bids should be submitted duly Wax sealed and addressed to Divisional Engineer (Admn), O/o GMTD, BSNL Bhavan, Ashoka Road, Tumkur and dropped in the tender box placed in his chamber, on or before **15.00 hrs of 06/05/2009** or sent through Register Post or Speed Post or Courier so as to reach this Office on or before **15.00 hrs or 06/05/2009**.
- ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

13. **Bid Opening**

BSNL shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X)

14. Evaluation

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

15. Award of Contract

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent give his acceptance along with performance security in conformity with section IX with bid document.

16. Right to vary quantities

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

16a. Validity of contract:-

The contract is normally 1 year from the date of agreement and can be extended for another one year on mutual consent.

17. Signing of Contract

- 17.1 Signing of Agreement shall constitute the award of contract on the bidder.
- 17.2 Upon the successful bidder furnishing the performance security the BSNL, shall discharge bid security in pursuant to clause II.

18. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 17 shall constitute sufficient ground for the annulment of the Award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

19. Period of Validity of bids

- i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
 - ii) A bidder accepting the request of BSNL for an extension of the period of bid validity, in exceptional circumstances, the bidder will not be permitted to modify his bid.
20. A signboard “ON HIRE TO BHARATH SANCHAR NIGAM LIMITED” should be fixed on front and rear of the vehicle, which should be detachable whenever the vehicle is not engaged.
21. No private passengers will be allowed in the vehicle when it is engaged by a Departmental Officer.
22. The rates should be quoted only in tender schedule enclosed to this tender notice. The rate quoted shall be inclusive of all taxes, levies duties, service tax etc, which ever is applicable.
- ## 23. Night halt Charges
- The period of night halt of the vehicle at outstation covers the spell from 1900 hrs to 0900 hrs of next day at Rs.50/-.**
24. Additional run beyond monthly minimum run means each Km run over and above monthly minimum run or the proportionate monthly minimum run.
25. Meter reading of the vehicle will be reckoned from the office or place from which the vehicle is ordered at the beginning and end of the trip. The log book should be maintained by the driver, making the entries and got attested by the user of the vehicle.
26. Payment towards vehicle hire will be made on calendar monthly basis. The tenderer should submit the serially numbered printed bill in the prescribed format along with Xerox copy of the log book by 5th of the following month, in duplicate with summary sheet and duly countersigned by the competent authority. Payment shall be made by A/C payee cheque duly deducting statutory deductions like INCOME TAX, etc.
27. Minimum run in a month is collaborated as follows
If the vehicle is hired in the middle of a month the charges for proportionate minimum run will be reckoned. When the vehicle is not required for the use of the Department for a period not less than 6 days continuously, the fact will be

noted by the controlling officer in the logbook. In such cases, monthly minimum run will be reckoned proportionately. If the vehicle does not cover contractual minimum Kms prescribed for the vehicle, during the entire month, the shortage for the part of the month will be suitably adjusted over a period of subsequent 3 months.

28. Other conditions of the tender are

- i) The EMD of the successful tenderer will be converted in to security deposit towards the security of article/material that are transported and towards performance as per agreement of tender during the tender period. The tenderer should stand guarantee for the loss of material on account of the theft, fire etc. This amount will not carry any interest as long it is with the Company.
- ii) The cost of the tender form is Rs. 563/- which is non-refundable.
- iii) In case of any doubts/disputes the decision of the General Manager Telecom, Tumkur Telecom District Tumkur will be binding on the tenderer.
- iv) Central Excise Registration Certificate should be attached with Tender Documents.
- v) Wax Sealed tenders super scribed as “TENDER FOR HIRING OF VEHICLE” SHOULD BE ADDRESSED to Divisional Engineer (Admn), O/o GMTD, Tumkur, BSNL Bhavan, Ashoka Road, Tumkur and dropped in the tender box placed in his chamber or sent through Speed Post or Register Post or Courier.
- vi) Any legal dispute arising out of this tender, will have to be settled within Judicial Jurisdiction of Tumkur Municipal Limit.
- vii) Tender by a party other than the one who has purchased the tender form is subject to rejection. Similarly, tender for any other type of vehicles other than prescribed in the tender document is subject to rejection.
- viii) The GM, BSNL, Tumkur reserves the right to accept or reject any or all the tender without assigning any reason. He is also not bound to accept the lowest tender.

Divisional Engineer(Admn)

O/o General Manager Telecom

BSNL, Tumkur Division

Ph No. 2257111

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 Proforma 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 to the authority specified in contract along with duty slips duly signed by the user and stamped pre-receipt.

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 vehicle within the period (s) specified in the contract or any extension there of granted by BSNL.

b) If the contractor fails to perform any other obligation (s) under the contract.

5.2 BSNL may without prejudice to other 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 notice and without compensation to the contractor term contract if the contractor becomes unwilling, bankrupt or otherwise insolvent 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 either party of any obligation under this contract is prevented or delayed by reast war, or hostility, acts of the Public enemy, civil commotion, sabotage, fires explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (he referred to as events) provided notice of happenings of any such eventuality is either party to the other within 21 days from the date of occurrence thereof, neigh shall by reason of such events be entitled to terminate this contract not shall eight have any claim for damages against the other in respect of such on performance or performance under the contract shall be resumed as soon as practicable after such may come to an end or erase to exist and decision of BSNL as to whether the have been so resumed or not shall be final and conclusive provided further the performance in whole of part.

8. Arbitration

8.1 In the event of any question, dispute or difference arising under the agreement connection there with (expect as to matter the decision to which is specifically under this agreement), the same shall be referred to sole arbitration of the Divisional Engineer (Admn) O/o GMTD, Tumkur, BSNL. In case his designation is charged or his office is a then in such case to the sole arbitration of the officer for the time being entrusted in addition to the function of the Divisional Engineer (Admn), O/o GMTD, Tumkur or by designation such officers may be calls (here in after refereed to as the said office the Divisional Engineer (Admn), GMTD, Tumkur or the said officer is unable or unwilling to act than to the sole arbitration of some other person appointed by the CGMT/PGM/G said officer. The agreement to appoint an arbitrator will be in accordance Arbitration and Conciliation Act 1996.

8.2 The arbitration may from time to time with the consent of both the parties enlarge frame for making and publishing the award. Subject to aforesaid and conciliate 1996 and the rules made there under any modification therefore for

the time being shall be deemed to apply to the arbitration proceedings under this clause.

8.3 The venue of the arbitration proceedings shall be Office of Divisional Engineer (Admn), BSNL, GMTD, Tumkur or such other place as the arbitration may decide.

9. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of sum 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 Where ever is a conduct, the provision herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declare 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 in to with BSNL.
4. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under the 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 regulation shall be deemed to be breach of these contract.
7. No Sub-Contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees working in BSNL, Office (Name of unit) and executive employees (also called Gr. 'A' and Gr. 'B' officers working in BSNL, Office (name of unit) either directly recruited or an deputation are prohibited from participation in this tender. The near relatives for these purpose are defined as:
 - a) Member 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, (So 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 working in the unit of the 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 condition by the tenderer, the money/security deposit will be forfeited at any stage when ever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm are the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of training of hired vehicles only on qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. 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 is require to supply for the purpose of execution of contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
11. In no case a vehicle which is not register for commercial purpose shall be supplied to BSNL and taxes etc, due on such vehicles shall be liability of the contractor.
12. The contractor shall send the vehicle for periodical service in at the cost of contractor. BSNL will not pay any mileage run for such servicing. The cost of lubricants, repairs, maintains, taxes, insurance, etc. Will be to the contractors liability.
13. BSNL reserves right to counter offer the price against rate quoted by the bidder or the BSNL reserves right to negotiate the rights quoted by the lowest tenderer.
14. The bidder with the lowest evaluated price will be considered for about 30% of rendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

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.

SECTION-V
SCHEDULE FOR REQUIREMENT AND HIRE CHARGES

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
1	Tumkur 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
2	TIPTUR 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
3	MADHUGIRI 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
4	Pavagada 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
5	SIRA 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
6	KUNIGAL 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
7	TURUVEKERE 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
8	C.N.Halli 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
9	GUBBI 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

Sl No	Station and No of Vehicle	Job Description (monthly charges for monthly minimum run of	Unit price with all Taxes Multi Utility Vehicle (Such as Ambassador Car/Maruthi Van)	
			Rate in figure	Rate in words
10	KORATAGERE 1 Vehicles	1.(a)For 1500Kms/month.		
		2.(b) Service Tax at Prevailing rate		
		Grand Total in Rs		
		2.Extra Kms beyond monthly minimum Kms as above	Rs. 4-00 per Km	Four Rupees per Km
		3.These charges are fixed. Extra Hrs duty beyond 10 hrs in a day	Rs. 20.00 Per Hour. Subject to a maximum of Rs.120/-in a Day.	Rupees twenty per Hour. (maximum Rs. 120/-per day)
		4.These charges are fixed. Outstation right halt Charges	Rs.50.00 per Night Halt	Rupees Fifty per Night Halt.

NOTE: The attention of the tenderers is drawn to clause No. 9(iii) below caption **“BID PRICE”** while quoting the rate. **The Tendering Authority reserves the right to accept the rates quoted either for Ambassador Car (OR) Maruthi Non /AC as per the requirement of the company**

SECTION VI
SERVICE TO BE PROVIDED

1. Service Provision of commercial Vehicles with licensed drivers, registered commercial vehicles on Hiring basis for running in Tumkur Telecom District.
2. Period of contract Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. However contract may be extended for further period up to one year if agreed by the contractor and BSNL on the same rate, terms and conditions.
3. Quantity Estimated number of vehicles to be hired is 14 However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. Duty hours 10 hours per calendar day, generally between 0900 hrs to 1900 hrs.
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 Tumkur Telecom District. Actual place of reporting shall be specified by users of vehicles.
7. Counting of From place of reporting to the place of return/Halt as the case may be.
8. Accuracy of Meters :The meter reading should tally the actual distance of run of any instant and authorize officers shall have full power to check up the meter for its correctness and to take action accordingly.
9. Penalties i) In case 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 up to Rs. 100/- per occasion may be imposed. 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 basic for that day.
- iii) In case of non-availability of vehicles during extra hrs. Penalty of Rs. 100/- per occasion shall be imposed.

10. Special Requirements
- i) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs telephone No. must be specified in the bid.
 - ii) No vehicles should be supplied having registration in the name of Employee of BSNL staff or close relative and certificate to this effect to given on the body of bill while submitting claim.
 - iii) Payment of any Govt. tax or duty toll charges etc. for plying the vehicle in Tumkur Telecom District/Karnataka will be liability of contractor.

SECTION VII
BID FORM

Tender No.....

Date.....

A: (Name and Address of the purchase)

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 vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of price attached herewith part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do and bear all expense including charge for stamp etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for the due permanence of the Contract/Pay entire amount by Cash.
4. We agree to abide by this for a period and executed, this Bid opening and it shall remain binding upon us and may be accepted of any time before the expiry 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 hiring contract between.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest of any bid, you may receive.

Dated this.....Day of.....200

Signature of Tenderer
With Name

In capacity of

Duty authorized to sign the bid for and behalf of.....

Witness.....

Address.....

Signature

**SECTION VIII
BID SECURITY FORM**

Where as(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 no later than the specified date/dates.

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

**SECTION IX
PERMANANCE SECURITY BOND FORM**

1. In consideration of Bharath Sanchar Nigam Limited., 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 refereed 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 by the BSNL,.....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 of 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 or proceedings 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 the same from time to time (one year after)_ so that it shall continue to be enforceable till the dues of the BSNL,.....under or by virtue of the said agreement have been fully paid and its claims satisfied or discharges 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 discharge this guarantee.
5. We (name of the bank) further agree with the BSNL,..... that the BSNL,..... shall have the fullest liberty 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 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 charge 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.

SECTION X

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

TO:

The General Manager Telecom,
Tumkur Telecom District,
Bharath Sanchar Nigam Limited,
IInd Floor, BSNL Bhavan
Ashoka Road, Tumkur-572101.

Subject: Authorization for attending bid opening on
.....(date) in the Tender of
.....

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

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

Signature

I.

II.

Alternate Representative

Signature of bidder

OR

Office 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 case where it is restricted to one, first preference will be allowed. Alternate 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.

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this Day of 2009 between

 (herein after called the Transporter whose terms includes its successors and assignees)
 Whose registered office is at and is registered under.....and acting
 through its authorized official.....

AND

Bharath Sanchar Nigam Ltd. (herein after called the BSNL whose term includes its successor and assignees) Whose registered office is stipulated at IInd Floor, Sanchar Bhavan, 20-Ashoka Road, New Delhi and acting through its authorized official Divisional Engineer(Admn), O/o General Manager, BSNL, Tumkur at BSNL Bhavan, Ashoka Road, Tumkur. The Transporter will provide Commercial vehicle on hire basis for Bharath Sanchar Nigam Ltd for official use on the terms and condition herein contained, and rate as mentioned in Appendix-I. (Section V of Tender Document).

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

1. The Transporter shall during the period of this contract that is to say from/...../2009 to/..../2009 or until this contract id determined by such notice as herein after mentioned, will provide commercial vehicles not order than 2005-06-Year model, on the rates accepted as described in Appendix-I to this agreement. It is agreed by the Transport that number of vehicles required is likely to change and may be demanded accordingly to the exigencies of service by BSNL.
2. **Periodicity of the tender shall be extended at the same rate/terms and conditions on mutual consent of the tenderer.**
3. The Transporter shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and form and integral part of this agreement and also the following.
4. The GM, BSNL, Tumkur shall place an order for his requirement on the official Hire order form appendix-III (herein after called Hire order) and will received acknowledgement from the Transporter for supply of vehicle. It is anticipated that the Transporter 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.

5. The transporter agrees with the BSNL and with each authority competent to order that every contract or 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.
6. Transporter will provide vehicles to BSNL not older than year 2002 model and registered Yellow Board for the commercial purpose only and taxes, insurance etc. Due on such vehicles shall be the liability of the transporter.
7. Transporter shall keep the vehicle under contract, in a trim and working condition by maintaining it from time to time, during the period of contract. This maintenance shall be carried out only outside the Official timings of Hiring mentioned in this Tender.
8. The transporter should provide the particulars 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 Transporter's nearest office will be informed immediately and they should accept any liability to replace it as per requirements. If for any reason the Transporter is not in a position to provide a substitute vehicle as demanded by the BSNL 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 Transporter.
9. The charges payable by BSNL, Tumkur for monthly minimum run of 2000 Kms and charges for additional Kms beyond 2000 Kms is as shown in Appendix-I Annexed to this agreement.
10. The Transporter shall fix a detachable sign Board on front and rear side of the vehicle "ON HIRE TO BHARATH SANCHAR NIGAM LIMITED" and keep the same during the contract period.
11. The Transporter shall provide the vehicle for 10hrs in a day generally between 0900 hours to 1900 hours on all working days. If the vehicle is engaged in excess of 10 hrs a day OT charges of Rs.20 per hour subject to a minimum of Rs.120/- per day shall be claimed. Outstation night after 2400 hrs shall be Rs.50/- per day.
12. The meter reading of the vehicle will be reckoned from the office or place at which the vehicle is ordered at the beginning and also end of the trip. For this, Transporter shall maintain a logbook in the form of Register, which will be attested by the User/Hirer at the end of each trip. Overtime allowance and night belt allowance will be entered in the same register on a day today basis and shall be attested by the User/Hirer at the end of the trip.

13. The transporter will submit bills on Calendar month basis to the General Section of G.M.T.D, BSNL, Tumkur-572101.
14. The driver of the vehicle shall be provided with the duty slips (Log Book) by the Transporter where date, time Kms reading 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 Transporter. Counting of distance will be from the place of reporting to the place of return/Halt as the case may be.
15. In case of break down, vehicles have to be replaced by other ones immediately or within one hour. In case of non-availability of suitable vehicle a penalty up to Rs.100/- may be imposed in addition to deduction on Pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.200/- per break down shall be imposed.
16. 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.
17. In case of non-availability of vehicles during extra hrs., penalty of Rs.100/- per occasion shall be imposed.
18. If the Transporter 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 the clause 5 of Section III of Tender Document annexed.
19. Transporter shall bear full expenses towards fuel, oil and cost of maintenance, if any, during the contract period.
20. Transporter shall not use/rent out the contracted vehicle for public any time during the contract period.
21. If the Transporter is unable to provide the Vehicle at the required time and place of the User/Hirer as required by the User/Hirer, the transporter shall bear a penalty of Rs.15-00 per hour and in this regard, decision of the User/Hirer will be binding and final. Bringing the vehicle in defective/shabby condition, may be treated as non-reporting of the vehicle for duty and penalty clause shall be applicable.
22. **The transporter shall produce Performance Security Bond for Rs.15600/- per vehicle in the proforma enclosed herewith from any Nationalized/Scheduled Bank.**
23. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the transporter shall arrange for replacement by another Commercial vehicle. Non-compliance may attract penalty as per Clause 9(1) of Section VI of Tender Document.

24. In the event of failure on the part of transport to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of section VI of Tender Document shall be imposed.
25. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the transporter. BSNL shall have no liability whatsoever.
26. Tender Document G-2/Tender Hired Vehicle/2009-2010/ 1 dtd 26/03/2009. Which is annexed to this agreement, shall form Part and parcel of this Agreement and integral part of this agreement.
27. The transporter is 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 transporter. BSNL will not be liable for any loss, damages, etc suffered/ to be suffered by transporter or third party as the case may be.
28. If for any reason the BSNL is dissatisfied in any way the standard of the vehicle of feels deficiency in service during the hire period, it will be reported to the Transporter in writing. The transporter 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.
29. The Transporter 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 of Entry Taxes payable locally and the Transporter accordingly indemnities the BSNL against all such liability.
30. The Transporter 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 fleet. The Transporter will also ensure that they will not supply the vehicle to BSNL which are either owned by employees of BSNL either directly recruited on or deputation to BSNL or their near relatives as defined in Section-JA of company Act 1956 and Section-IV item (7) & (8) of the tender documents enclosed to this agreement. A certificate to this effect is annexed to this Agreement as Appendix-IV.
31. In the event of any question, dispute or different arising under the agreement or in connection there of will (except the matter, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Divisional Engineer (Admn), O/o GMTD, BSNL, Tumkur. In case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Divisional Engineer (Admn), O/o GMTD, BSNL, Tumkur or by whatever designation such officers may be called (hereinafter referred to as the said officers) and if the Divisional Engineer

(Admn), O/o GMTD, bsnl, Tumkur or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM/PGM/GM or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act, 1996.

32. If the Transporter instituted 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 transporter has his registered office.
33. In case of any doubts and disputes, the decision of the General Manager Telecom, Tumkur Telecom District, Tumkur will be final and binding on the transporter.
34. The General Manager Telecom, Tumkur Telecom District, Tumkur reserves the right to continue/renew/terminate the contract without assigning any reason.
35. The Contractor has to pay all taxes and lavies to state and central Government . The Service tax if any paid the prevailing rate may be claimed separately accompanying with tax challen for the proceeding month.
36. **Any unutilized Kms during the month will be carried over to the next 6 months and if the same is not utilized during the next 6 months also it will automatically get lapsed.**
37. The transport shall allow to transport the company's materials/equipments which can be accommodated in the Vehicle.
38. TDS (IT) at prescribed rate will be recoverable from monthly bills payable. Any tax liability out of this Contract rests with the contractor.
39. The Vehicles should be made available even on Holidays and Sundays when requested for by BSNL.

Signed.....
Signed.....

For and on behalf of the BSNL For and on behalf of the Transporter

Name (Caps)..... Name
(Caps).....

Position..... Position.....

Date..... Date.....

In the presence of Witness In the presence of Witness 1.

1. 1.

2.

2.

3.

3.

Appendix-II

BSNL

{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 Vehicle Allotter 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

BSNL

{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 Transporter) and_____, the Authority (the BSNL)

Order details

BSNL's order number _____Transporter's reference

Name of Hiring Unit_____

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 _____ Km s

Signed_____

(On behalf of BSNL)

Name(Caps)_____

Position_____

Date_____

Appendix-IV

(Certificate of Non-Participation of near relatives in the tender called for hiring Light Commercial vehicles on Long Term use in _____SSA/Unit, vide No:- BSNL/ / / 2009, Dtd ._____as required under Section-IV, clause(8) of Bid Documents)

CERTIFICATE

I _____, S/o _____ R/o _____ here by 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/ with out any prior intimation to me.

Signed _____
(On behalf of BSNL)

Name(Caps)_____

Position_____

Date_____