

No.G-10(Part-VIII)(a)/2013-14/1

Dated. at BID the 23/07 /2013



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

Office of the Telecom District Manager,
B S N L, Baripada

TENDER DOCUMENT FOR HIRING OF VEHICLES

Date of sale
From 30.07.2013 to 26.08.2013

**LAST DATE & TIME OF SUBMISSION:
13:00 Hrs of 27.08.2013**

OPENING OF TENDER: 16:00 Hrs on 27.08.2013

**NOTE: One Tender form should be used for
One BIDDER only.**

Cost of tender paper:- Rs.525/- (Rupees Five hundred twenty five) only

Signature of the bidder



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BHARAT SANCHAR NIGAM LIMITED
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B S N L, Baripada

NOTICE INVITING TENDER

No.G-10(Part-VIII)(a)/2013-14/1

Dated. at BID the 23/07 /2013

Sealed tenders are invited by TDM,BSNL Baripada on behalf of BSNL from the prospective service provider/Travel Agency/Firm for hiring light Commercial vehicles such as Diesel run Indica, Indigo / Tata Sumo/Bolero for use in Baripada Telecom District. The Tender paper can be obtained from SDE.(PR), of this office from Dt.30.07.2013 to 26.08.2013 on payment of Rs.525/- only in shape of DD drawn in favour of Accounts Officer(Cash), O/o TDM,BSNL Baripada on any scheduled bank payable at Baripada.

For More details please Log on to www.orissa.bsnl.co.in
or contact SDE.(PR), O/o TDM,BSNL Baripada.Ph : 06792-252799

Telecom District Manager,
BSNL, Baripada.

Signature of the bidder

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Signature of the bidder

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise),
O/o Telecom District Manager
Madhuban, Baripada, PIN-757001.



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

Section-I

No.G-10(Part-VIII)(a)/2013-14/1 Dated at BPD the 23/07/2013

NOTICE INVITING TENDER

On behalf of Chairman & Managing Director, Bharat Sanchar Nigam Limited, sealed tenders are invited from prospective service providers having minimum 1 vehicle in his own name or firm's name. The type of vehicle requirement is diesel non A/C Indica/Indigo/Bolero/Tata Sumo. The vehicle will be deployed at different places of Baripada Telecom District.

Schedule to the invitation of tender

1	Tender No	No.G-10(Part-VIII)(a)/2013-14/1 dt.23.07.2013
2	Time & last date of issue of bid document	16:00 Hrs. of dated 26.08.2013
3	Time and Date of submission of tender/bid	13.00 Hrs. of 27.08.2013
4	Time and date of Opening of Tender (Technical Bid).	16.00 Hrs. of 27.08.2013
5	Minimum Validity of Tender offer	150 days from the date of opening
6	Tender Document can be obtained from	SDE.(PR), O/o TDM,BSNL Baripada from dt.30.07.2013 to dt.26.08.2013 in all working days between 11:00 Hrs. to 16:00Hrs.

Signature of the bidder

7	Criteria for issue of tender paper	Tender document can be sold on production of the following documents :- 1. Proof of Registration of the firm/agencies by Govt. of India/State Govt. The firm must be registered before 2 years from the date of NIT. 2. Service Tax Registration Certificate. 3. Xerox copy of PAN Card of firm/individual in case of proprietorship. 4. DD of Rs.525/- (Five hundred twenty five Only) towards the cost of tender paper.
8	Services to be provided	Hiring of Cars(Indica/ Indigo/ Tata Sumo/ Bolero(Approx. 6 numbers) models not older than 2009
9	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
10	Estimated cost of contract	Rs.14 Lakh approximately. (Approx.)
11	Cost of tender paper	Rs 525/- (Rupees Five hundred twenty five Only). The cost of tender paper should be submitted in shape of DD drawn from any scheduled bank in favour of AO(Cash), O/o TDM,BSNL Baripada payable at Baripada
12	Bid security:-	Earnest Money Deposit in shape of DD for Rs.35,000/- (Rupees Thirty five thousand) only from a scheduled bank at Baripada only drawn in favour of " AO (Cash), O/o TDM,BSNL Baripada payable at Baripada.
13	Rejection of tender paper	The TDM,Baripada reserves the right to cancel/reject any or all the tenders without assigning any or all the reasons thereof and also not bound to accept the lowest tender.

**Telecom District Manager,
BSNL,Baripada.**

Signature of the bidder

SECTION II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

DEFINITIONS:

- (a) "The Tendering authority" means TDM,BSNL Baripada.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The supplier/Service providers" means the individual or firm supplying the light commercial vehicles on contract .
- (d) "The work Order" means the order placed by the Tendering authority on the Supplier signed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (e) "The Contract Price" means the price payable to the Supplier /Service provider under the work order for the full and proper performance of its contractual obligations.

SERVICES TO BE PROVIDED

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

2. Eligible Bidders

- 1. The bidder should have been registered with Govt. of India/State Govt
- 2. The firm should have been registered before 2 years from the date of NIT.
- 3. The bidder should have Service Tax Registration Certificate with proof of up to date payment.
- 4. The bidder should submit EMD as per **clause-11** of **section-II** .
- 5. The bidder should submit copy of RC Books of vehicle to be supplied(Exclusively Indica/Indigo/Tata Sumo/Bolero).
- 6. The bidder should have PAN card of the firm/individual in case proprietorship.
- 7. The bidder should have no near-relatives in BSNL as per Section-VIII.
- 8. The bidder should have minimum 1 vehicle of any type (Indica/Indigo/Bolero/Tata Sumo) & registered as commercial

Signature of the bidder

vehicles in his name/ Firm. The proof of ownership should be submitted along with Technical bid.

9. The bidder should have leased deed of the vehicles not owned by him.

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 (Commercial) of the contract-**Section-III**
 - d. Special conditions of contract if any – **Section-IV**
 - e. Financial bid- **Section-V**
 - f. Services to be provided: -**Section-VI**
 - g. Bid form :-**Section-VII**
 - h. Technical bid- **Section-VII A**
 - i. Certificate of non-participation of near relatives-**Section VIII**
 - j.** Agreement for vehicle hire - **Section-IX**
 - k. Letter of authorization to attend bid opening-**Section-X**
 - l. Information sheet-**Section-XI**
 - m. Undertaking & Declaration: -**Section-XII**.
 - n. Performance Security Bond Form: -**Section-XIII**
- 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.

4.3 CLARIFICATION OF BID DOCUMENTS;

- 4.3.1** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the Invitation for Bids. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 3 days of last date of the submission of bids** . Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

Signature of the bidder

4.3.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

5. Following attested Xerox documents should be submitted along with bid documents i.e. Technical Bid in **envelope B**

- 1) Certificate of Registration of firm/agency by Govt. of India/State Govt The firm should have been registered before 2 years from the date of NIT.
- 2) Service Tax Registration Certificate.
- 3) EMD as per clause-11 of **section-II & cost of tender Paper if downloaded from website.**
- 4) The bidder should submit copy of RC Books of vehicle to be supplied (Exclusively Indica/Indigo/Tata Sumo/Bolero).
- 5) PAN card of the firm/individual in case proprietorship.
- 6) **Certificate of** no near-relatives in BSNL as per Section-VIII.
- 7) Proof of ownership of minimum 1 vehicle of any (Indica/Indigo/Tata Sumo/Bolero) & registered as commercial vehicles in his name/ Firm .
- 8) Bid form as per **Section –VII** .
- 9) Information Sheet as per section XI.
- 10) Undertaking & declaration as per format at **Section: - XII** .

Note:- If any one of the above items required to be submitted along with the **Technical bid** is found wanting, the offer is liable to be rejected at that stage. However, tendering authority may at its discretion call for any clarification regarding the document. The tendering authority may also ask for submission of any additional /missing document/items within a stipulated time period. In such cases, the bidder shall have to comply the tendering authority's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

6. **Amendment to bid document**

6.1) At any time, prior to the date of submission of bid, tendering authority 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.

6.2) The amendments shall be notified in writing to all prospective bidders on the address intimated at the time of purchase of bid document and these amendments will be binding on them. The bidders downloading

Signature of the bidder

the tender document from website should intimate their mailing address, Tel no., Fax no. for intimation of amendments.

- 6.3)** In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4)** It is the sole responsibility of the bidder to confirm from SDE(PR) regarding amendments if any before dropping of the tender document.

7. Preparation of Bids .

Documents comprising the bid

It is a two bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
 - a) Documentary evidence established in accordance with Clause 2 and 5 of **Section-II** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) A Bid form completed in accordance with **Clause 8 of Section-II**.
 - c) Bid Security furnished in accordance with **Clause 11**
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed **"PRICE SCHEDULE"** (**Section-V**) in accordance with **Clause-9 of section II** .

8. Bid Forms .

The bidder shall complete fill in & sign the Bid form as per **Section VII** and submit along with tender document in the envelop containing the **Technical Bid** .

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 unit price should include all type of Taxes as applicable except service Tax. However, the basic unit price needs to be individually indicated against the column in the financial bid. The service Tax will be paid extra as per rates applicable from time to time.
- ii. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price/conditional rate 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.

Signature of the bidder

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.35,000/-** (Rupees Thirty five thousand only) as Bid Security. The Bid Security shall be in the form of DD of **Rs.35,000/-** (Rupees Thirty five thousand) only from a scheduled bank at Baripada only drawn in favour of "**AO(Cash), O/o TDM,BSNL,Baripada payable at Baripada.**

11.2 The successful bidder's EMD will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.

11.3 A BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

11.4 The bid security is required to protect the Tendering authority against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 11.6.

11.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 20.

11.6 **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 21.**
 - 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 tendering authority 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.

Signature of the bidder

12. Format and signing of bid .

- 12.1 The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- 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)**Power of attorney** :- 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.

13. Submission of bid, Sealing & marking of bids :-

- 13.1** The bidders are specifically required to submit their offers in three parts: -, each in different sealed envelopes duly marked as :-
- i) **Envelope – A should contain (i)** Bid security & (ii) DD for cost of bid document (In case the tender document is downloaded from website)
- ii) **Envelope-B should contain Technical** Bid along with all the documents as per clause 5 of Section-II.
- iii) **Envelope-C should contain Financial** Bid (Section-V)

All the three envelopes (A,B&C) should be submitted in a large cover.

- 13.2 Above three covers are to be sealed properly .All the three covers (A,B&C) shall be kept in one outer cover which will also be sealed properly.

13.3 If the envelopes are not sealed and marked as required above ,the bid is subjected for rejection in tender opening stage itself.

- 13.4 Envelope A:-** should contain (i) Bid security as per clause 11 & (ii)DD towards the cost of Bid document (if the tender document is

Signature of the bidder

downloaded from website)

13.5 Envelope B should contain all the documents of **technical bid i.e. Section VII-A** along with the related documents establishing bidders eligibility as per clause 5 of Section-II.

13.6 **Envelope C** should contain **Financial Bid** i.e. the rates quoted by the bidder in the prescribed format. (**Section :- V**)

13.7 **If any one of the document required to be submitted in envelope A is found to be wanting ,the concerned bid shall be rejected at the opening stage itself and the remaining envelopes B&C will not be opened.**

13.8 **The bids should be addressed to:-**

(a) **The AGM(Admn)
O/o TDM,BSNL
Baripada-751001.**

(b) Bear the item name i.e. (**Tender for providing hired vehicles in Baripada Telecom District**),the tender number i.e. (No.G-10(Part-VIII)(a)/2013-14/1 dt.23.07.2013 & the words "**DO NOT OPEN BEFORE 16.00 hrs of dt.27.08.2013**" and

(c) Should indicate the name & address of the bidder to enable the bid to be returned unopened in case it is declared "**late**".

13.8.1Bids shall either be sent by registered post or delivered in person. The responsibility for ensuring that bids are delivered in time would vest with the bidder .

13.8.2Bids delivered in person shall be dropped in the tender box available in the Chamber of AGM(Admn)on or before **13.00 Hrs of dt.27.08.2013**. The tendering authority shall not be responsible if the bids are delivered elsewhere. The bid must be delivered in person on or before **13.00 hrs of dt.27.08.2013**

14. LATE BIDS, MODIFICATION AND WITHDRAWAL OF BIDS :

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

14.2 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Tendering authority prior to the deadline prescribed for submission of bids.

14.3 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation

Signature of the bidder

- copy, post marked not later than the deadline for submission of bids.
- 14.4 Subject to clause 14, no bid shall be modified subsequent to the deadline for submission of bids.

15. BID OPENING & EVALUATION

OPENING OF BIDS BY TENDERING AUTHORITY :

15.1

- i. Bids shall be opened by the tendering authority in the presence of bidders or their authorized representatives who choose to attend, **at 16.00 hrs of dt.27.08.2013**. The bidder's representatives, who are present, shall sign an attendance register. Authority letter shall be submitted by the bidder before they are allowed to participate in bid opening (The format as given in **Section X of the Bid Document**).
 - ii. The tendering authority will first ensure the availability of **Bid Security** and cost of tender (if downloaded from website) in **envelope 'A'**, if any of these are not available the remaining " **B&C** " envelopes will not be opened and the bid will be rejected at that stage itself.
 - iii. The tendering authority shall then open the technical bid contained in envelope-B and check the availability of all the documents as per **clause 5 of Section II**. **During this opening of technical bids, tendering authority shall check availability of required document in general. Evaluation of the technical bids in details shall be done by the tendering authority on a later date before opening of the financial/price bid.**
 - iv. For technically responsive bids the **Financial/ Price bids (Envelope-C)** will be opened on the due date and time.
- 15.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 15.3 The Bidder's name, Bid prices, Modifications, bid withdrawals and such other details as the tendering authority, at its discretion, may consider appropriate; will be announced at the time of opening.
- 15.4 The date fixed for opening of bids, if subsequently declared as holiday by BSNL; the revised date of schedule will be notified. However, in absence of such notification; the bids will be opened on the next working day, time and venue remaining unaltered.

Signature of the bidder

16. PRELIMINARY EVALUATION :

- 16.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 16.2 Prior to the detailed valuation, pursuant to **clause 17** , the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 16.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity and the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 16.4 The Tendering authority may waive any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 16** .
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected. **In a tender, where number of items are more than one; price evaluation shall be on composite basis.**
- 17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price schedule in **section V** of the Bid Documents.

Signature of the bidder

- 17.4 Tendering authority may Negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- 17.5 The tender shall be evaluated by a committee to be appointed by the TDM,BSNL Baripada. The Committee shall decide its own criterion of evaluation of tenders. The criterion decided by the committee for evaluation of the tender shall be final and binding on all the concerned.

18. CONTACTING THE TENDERING AUTHORITY:

- 18.1 Subject to **Clause 4.3** , no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

19. Award of Contract

Tendering authority 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 XIII** with the bid document. The tendering authority shall have the right to keep more than one contractor in (60% : 40%) proportion, if required.

20. Right to vary quantities

Tendering authority reserves the right at the time of award of contract to increase or decrease up to a maximum of **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.

21. Signing of Contract

- 21.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 21.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bidsecurity in pursuant to **clause 11** .

22. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

23. Period of validity of bids

- (i) The bid shall remain **valid for 150 days** after the date of opening

Signature of the bidder

of bids. A bid valid for a shorter period shall be rejected by tendering authority as non-responsive.

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

24. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.

25. **The correction/modification, if any, in the tender document will be uploaded in the website i.e. www.orissa.bsnl.co.in up to 23.00 hrs of dt.26.08.2013 which will be treated as final. The amendments if any will not be published in the Newspaper.**
26. The fuel (diesel) required for the vehicle shall be supplied by the contractor and its cost will be reimbursed by the hiring authorities Telecom District Manager, Baripada at the rate of one liter per **16 Kms for Indica, one liter per 12 Kms for Sumo/Bolero & one liter per 15 Kms for Indigo** . To work out the payment towards the cost of diesel, the Kms run by the vehicle on the dates used will be taken into account. The cost of the fuel will be reimbursed as per the prevailing market rate.
27. Consumables like lubricant, tyres, battery and repairs ,maintenance, taxes, insurance etc. will be to the service providers liability.
28. **The rates will be for Calendar month.**
29. Normally the vehicle shall be required to report for duty for duration of 10 hours per day. The controlling officer of vehicle will regulate time of arrival and departure.
30. Counting of distance will be from the starting point of user upto the end point where the user completes his travel.
31. Payment of any Govt. Tax or duty for plying the vehicles will be the responsibility of the contractor.
32. Parking & Toll Charges if any may be claimed by providing the Parking/Toll receipts /
33. Any extra time run after the normal due run of 10 hours as stated in item (29) above, shall be added together and rounded off to the nearest hour during a month and payment would be made proportionately by per hour rate derived by dividing the monthly rate by 30 days and then by 10.

Signature of the bidder

34. The vehicle may be used in all working days. The controlling authority has the right to call for duty in the holidays in case of urgency/exigency, the agency have to supply the vehicle in case of holidays without claiming any extra cost. However the agency/Firm may avail two days OFF during a calendar month.
35. The vehicle may be deployed in any place within the jurisdiction of TDM,BSNL Baripada. In case detention of the vehicles at any particular station other than the headquarter is required due to night halt , the night halt amount will be paid .The duty will be treated as terminated at the end of journey at the out station . **For Example if the vehicle starts duty at 9 A.M and reaches the destination at 9 P.M & halts, then OT for 2 Hrs . & night halt allowance will be paid.**
36. The vehicle should always be provided in good trouble free running condition.
37. Vehicles upkeep shall be in good conditions along with good and clean seat covers and curtains.
38. The vehicle should not be more than 4(Four) year old on the date of tender.
39. In case of breakdown of the vehicle , the contractor shall make arrangement to provide alternate vehicle at his own cost.
40. In case of inability on the part of the contractor to provide another vehicle as mentioned above, deduction to the extent of extra expenditure incurred by this Office will be made from the amount payable to the contractor or from the **"Performance Security "** of the contractor.
41. The vehicle is to be maintained by the contractor at his own cost. The tendering authority will not be liable for any payments to the contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/contractor to report with Police and other administrative authorities.
42. All the cases including those filed in the court of law due to breach of normal traffic rules or due to accident, labour dispute etc. is to be defended by the contractor himself and no extra amount will be paid by the BSNL in this regard.
43. The contractor will have to always maintain valid vehicle Registration Certificate, Insurance papers, Tax payment documents etc. to avoid any kind of tussle with any other Government agencies en-route or at any time and should submit its photo copies duly attested by a Gazetted Officer. The original of these documents will always be made available with the driver while running the vehicle.
44. The vehicle should have a valid Taxi license.

Signature of the bidder

45. The vehicle should not be used outside the jurisdiction of TDM,BSNL Baripada unless the programme is approved by TDM,BSNL The Contractor should have a Telephone in Office and residence.
46. All requirements under law i.e. labour etc. will be the responsibility of the contractor.
47. The contractor should have a telephone in office & residence for contact.

A. DRIVER

48. The driver is to be provided by the contractor and his expenses like wages, food etc. is to be borne by the contractor. The BSNL shall not be liable to pay any extra amount for his night halt.
49. The driver should be literate of M.E. standard or above, obedient, disciplined, well dressed and well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the Driver from these normal requirements, the contractor will be required to replace the Driver with a new one.
50. The driver is to maintain a separate Logbook for this purpose for signing by the Users, which would be produced to the Department Controlling Authority (to be specified in the Work Order) for verification as and when required.
51. The driver will report for duty to the Controlling Authority (to be specified in the Work Order). The driver must have a mobile phone for contact.

B. Supply of Vehicles:-

1. The vehicles required for hiring should be "**diesel running**" only.
2. The type of vehicle(s) to be provided should fall under any of the following categories:
Indica / Indigo/Sumo/Armada/Bolero

2. Details list of Vehicles required by TDM,Baripada :-

Sl.no	Name of controlling authority	Indica/ Indigo	Sumo/Bolero
1.	TDM,Baripada	Indigo/Indica	
2.	SDE(NWO),Udala and SDE (G/E), Betnoti		Bolero
3.	SDE(G/E),Baripada		Bolero
4.	SDE(TX1),Baripada		Bolero
5.	SDE(NWO),Rairangpur		Bolero
6.	SDE(NWO),Karanjia		Bolero

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51. The above requirement of vehicle territory wise is tentative. The number of the vehicles may vary at any time during the period of contract by TDM,BSNL, Baripada.
52. Rejection of Bid.: - The bid will be rejected in case of :-
- i) Non-submission of document as per clause 5 of Sec II.
 - ii) Bid quoted with conditional rate/adjustable price(clause 9 Sec II)
 - iii) Non-submission of bid security (clause 11 sec II)
 - iv) Non-sealing of envelopes properly clause (13.3 Sec II.)
 - v) Late submission of bid (clause 14.1 Sec II.)
 - vi) Non-acceptance of correction of price clause(17.2 Sec II.)
53. Debarring conditions: -
- I. No sub contracting of the service allotted is permissible.
 - II. Tampering of meter readings, Usage timings, overwriting of Log book and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
 - III. Service provider shall not engage any person below 18 years of age.

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SECTION III GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

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

2. Performance Security

- 2.1 The successful bidder shall be required to deposit an amount equal to **5%** of the Tendered value inclusive of EMD 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 XIII** of the bid document.
- 2.4 Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- 2.5 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3 EXECUTION TIME LIMIT

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

4. PAYMENT TERMS

- i) The payment would be made to the contractor within 30 working days from the date of receipt of a bill in triplicate forwarded to the controlling authority (specified in the work order). The bills shall also be accompanied with a pre-receipt duly stamped to facilitate early payment. The final receipt indicating particulars of payment viz. amount received cheques/draft No. & Date, Bill No. & Date and month of the bill etc. shall also be submitted on receipt of actual payment. The copies of Service Tax paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment otherwise bills will not be paid and the paying office will not be responsible for delay in payment.
- ii) The controlling authority is to verify the correctness of the bill as per the Log book specifically maintained for this purpose and the calculation thereof and give a certificate to the effect that the service provided by the contractor during the month was satisfactory and no complaints received.
- iii) The controlling authority is to forward Two (2) copies of the bill & attested copy of log Book maintained for this purpose along with his

Signature of the bidder

- certificate to the competent authority (specified in the work order) for necessary pass and effecting the payment. The triplicate copy will be retained by the controlling officer as his Office copy.
- iv) No advance payment is admissible.
 - v) Payment will be made by Account Payee cheque only drawn on Union Bank, Baripada. The collection charges for encasing, if any will be borne by the contractor but not by the tendering authority.
 - vi) Deduction of Income Tax at appropriate rate (@ 2% at present) and surcharge @ 10% & cess 2% & higher education cess @ 1% will have to be made from contractor's bill for credit to Central Govt. Account. Necessary certificate indicating the particulars of bill and amount of Income Tax deducted will be issued by the "Drawing and Disbursing Officer" on receipt of application from the contractor. Deduction of Income Tax shall be made on the cost of the Diesel consumed also.
 - vii) The receipts in support of purchase of diesel (at least the first and the last receipt in a month, and the first receipt after change of rate of diesel in the middle of a month) must be attached along with the bill. The re-imburement will be made as per the actual rate at which the fuel is purchased.

4 (a) PRICES

- i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates approved.
- 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..

5.1 Termination of Contract

- BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months notice in writing to the service provider.
- (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.
 - (c) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post , these would have been delivered to the service provider.
 - (d) Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any stage or time during the period of

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contract ,by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

- 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

- 8.1.1 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 **TDM,BSNL Baripada** 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 **TDM,BSNL Baripada** 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 **TDM, BSNL Baripada** shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be

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- entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 8.2 The venue of Arbitration proceeding shall be Office of TDM,BSNL,Orissa Telecom Circle,Baripada of BSNL at Baripada 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

- 9.1 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 rounder any other contract made by contractor with BSNL.
- 9.2 In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- 9.3 If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

10. PRICE VARIATION:

The BSNL shall not be responsible for any escalation on prices on account of increase in price of Labour or material or taxes or any other component what so ever. Contractor's rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

11. PENALTY:

- (a) In case the contractor fails to comply with any of the terms and

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- conditions of the contract, a suitable penalty shall be imposed on the contractor by the TDM,BSNL Baripada.
- (b) Proportionate deduction of amount will be made for unsatisfactory work. In addition penalty may be imposed as per decision of the TDM,BSNL Baripada.
 - (c) In case of loss or damage of stores issued to the contractor a suitable penalty will be imposed upon by the TDM,BSNL Baripada.
 - (d) In case of theft or damage caused by personnel of the contractor penalty as deemed fit will be imposed.

13. VALIDITY:

- (a) The rates quoted in the tender will have to remain valid throughout the contract period.
- (b) Tender acceptance authority, i.e., TDM,BSNL,Baripada may before acceptance of the tender call the selected tenderer to negotiate the price and finalise the price before declaring the tenderer successful for execution of agreement.
- (c) On execution of agreement with the successful tenderer the contract will remain valid for one year from the date of signing of the contract . The contract can be extended maximum for 1year by TDM,BSNL at his discretion in interest of service.
- (d) The period of contract may be extended for another one year as per the terms rates and terms and condition mentioned in this document remaining the same, if required by the competent authority and agreed by the contractor.
- (e) The department reserves the right to terminate the contract by giving two-months notice without giving prior reason thereof.
- (f) The department may terminate/cancel the contract at any point of time due to unsatisfactory performance.
- (g) The contractor may also withdraw from his obligation to serve during the period of contract by giving at least two-months notice. Under such circumstance, his security deposit will be forfeited, if desired by competent authority.
- (h) The TDM,Baripada authority reserves the right to terminate the contract at any time due to administrative reasons or due to unsatisfactory performance or breach of any term of the contract. The decision of TDM,Baripada shall be final and binding.
- (i) The successful tenderer will be required to execute an agreement in non-judicial stamp paper of appropriate value in the proforma at **Section-IX** , for providing vehicle(s) on hiring basis. After a tender has been declared successful by the TDM,Baripada, the successful tenderer and the work awarding authority would be the two contracting parties for all purposes. The cost of the non-judicial stamp paper shall be borne by the contractor.

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SECTION IV

C. 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 **BSNL** (name of unit) & executive employees (also called Group-A & Group-B officers working in **BSNL** (name of unit) } either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
 - (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister's husband (brother-in-law).

Signature of the bidder

8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligence, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at 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 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.

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13. The tendering authority reserves the right to counter offer price against price quoted by the bidder.
14. The bidder with the lowest evaluated price will be considered for about 60% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
15. Regular checking of meter by the designated BSNL 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 log books are completed and signed by the users.
17. The contractor shall provide his employees a uniform, which shall be worn by them all the time while on duty.

Signature of the bidder

**SECTION 'V' (Financial Bid)
RATE SHEET**

1. Name of the tenderer :
2. Address :

3. Details of vehicles available with the tenderer and offered for hiring

S/N	Type of vehicle		
	Indica/Indigo/Armada/Bolero	Registration No.	Year of manufacture
1			
2			
3			
4			
5			
6			
7			

4 . Rate per calendar months:

S/N	Name of territory	Rate per calendar months.					
		Indica		Armada/Bolero		Indigo	
		In figure	In words:	In figure:	In words:	In figure	In words:

5. Night halt charge per night:

Note: (Rates should be quoted both in figure & words). In case of any discrepancy between the rates in figures & words, the rate written in words will be taken into consideration.

I/We have read the terms and conditions of the tender documents, fully interpreted and accepted into the terms and conditions of the tender. I/We have made my/our signature keeping in view of those terms and conditions.

Name
Address

Signature of bidder in full
With date

Signature of the bidder

**SECTION VI
SERVICES TO BE PROVIDED**

- 1 Service** Service to be provided in supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of TDM,BSNL,Baripada .The essence of the contract is to provide prompt punctual, efficient, safe, courteous and quality service.
- 2 Period of** Under normal circumstances the contract shall be valid for a period of one **Contract** year from date of issue of work order. However contract may be extended for further period up to one year (maximum) if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates
- 3 Quantity** Estimated number of vehicles to be hired is **6** however it should be clearly noted that BSNL should place the order only as per the actual requirement from time to time.
- 4 Duty hrs.** The vehicle will be used for 10 hours in all working days. The actual hours to be deployed shall be specified by the users of the vehicles. The controlling authority has the right to call for duty in the holidays in case of urgency/exigency, the agency have to supply the vehicle in case of holidays without claiming any extra cost. However the agency/Firm may avail two days OFF during a calendar month.
- 5 Notice period** I) For regular requirements one day in advance.
II) Tel ephonic intimation shall be considered as notice.
- 6 Reporting** Any place within the jurisdiction of **TDM,BSNL Baripada**. Actual place of reporting shall be specified by users of vehicles.
- 7 Counting of** Counting of distance will be from the starting point of user upto the end point where the user completes his travel.
- 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 at any time at his sole discretion.
- 9 Penalties** (i)In case of break down, vehicles have to be replaced by another immediately or not more than one hour. In

Signature of the bidder

case of non-supply of suitable vehicle a penalty up to 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.300/- per break down shall be imposed.

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

10 Requirements

i) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.

ii) No vehicle should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.

iii) Payment of any Govt. tax or duty for plying the vehicles will be liability of contractor.

iv) Parking and Toll charges, if any, may be claimed by Producing valid parking / Toll slips.

v) Intending bidder should arrange issue of proper Identity Cards to the driver of the vehicle after verifying the antecedents of his drivers thro' Local Govt. offices.

vi) The driver engaged by the bidder must have a mobile telephone.

Signature of the bidder

SECTION VII

BID FORM

(To be attached with Section-VII A)

TenderNo.G-10(Part-VIII)(a)/2013-14/1

Dated. at BPD the 23/07/2013

**To
The TDM,BSNL
Baripada.**

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 vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

3) If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding **5%** 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 We understand that you are not bound to accept the lowest or any bid, you may receive.

a. Dated thisDay of2013.

b. Signature (Bidder) :

c. In capacity of(Firm Name)

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

e. Witness (Name).....

f. Address

g. Signature (Witness):

Signature of the bidder

SECTION-VII-A**Technical Bid**

S.no.	Details of Documents to be submitted		Submitted/Not submitted
1	EMD Amount :- 35,000/-	DD No.- Date :- Name of Bank :-	
2	Attested Xerox Copy of Certificate of Registration of firm by Central Govt/State Govt before 2 years.		
3	Attested Xerox Copy of Service Tax Registration Certificate with proof of up to date payment		
4	Proof ownership of 1 Vehicle. The vehicle should be in the name of owner or firm's name & having commercial registration.		
5	Attested Xerox copy of RC Books of 1 vehicle to be supplied (Exclusively Indica, and Indigo/ Sumo /Bolero).		
6	Attested Xerox copy of PAN card of firm/individual in case proprietorship		
7	Certificate of non participation of near relatives in BSNL as per section VIII		
8	Information sheet as per section XI		
9	Bid form as per Section VII		
10	Undertaking & Declaration as per Section XII		
11	Cost of tender paper if downloaded from Website.		

Date

Signature of bidder

Signature of the bidder

Section-VIII
(To be attached with Section-VII A)

Certificate of non-participation of near relatives in BSNL

I,.....,s/o.....res
ident of Certify that none of my near
relatives as defined below is/are employed any where in BSNL 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 cancel the offer &
EMD/Security deposit will be forfeited at any stage whenever noticed. The
BSNL will not pay any damages to the company or firm or person. The
company or firm or the person will also be debarred for further participation in
the concerned unit.

Signature of tenderer
with date & seal

N.B.:- 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 below. 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.

Definition of near relatives :- The near relatives of all BSNL employees means {Non- executive employees working in **BSNL**, & executive employees (also called Group-A & Group-B officers) working in **BSNL**, 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).

Signature of the bidder

SECTION-IX
AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____day of 2013 between M/s _____(herein after called the service provider whose term includes in successors and assignees) whose registered office is at _____and is registered under_____and acting through authorized official Sri_____.

And

Bharat Sanchar Nigam Ltd.(herein after called the BSNL whose terms includes its successors and assignees) who registered office is situated at 5 Floor, Sanchar Bhawan, Janpath, New Delhi – 110001 and acting through its authorized officer TDM,BSNL Baripada. The service provider has deposited Rs..... (Rupees..... **SECTION XIII**) 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 service provider 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 2006 year model, on the rates accepted as described in schedule vide **SECTION-V** of this agreement. It is agreed by the service provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The service provider shall comply with all the terms and conditions of tender document contained which are part and parcel of this agreement and forms integral part of this agreement and also the following:
3. The Telecom District Manager,BSNL Baripada shall place an order for their requirement on the official Hire order and will receive acknowledgment from the service provider for supply of vehicles. It is anticipated that the service provider 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 service provider 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 the agreement for vehicle hire shall prevail.
5. Service provider will provide vehicles to BSNL not older than four years (**2009** model) and registered for the commercial purpose only and taxes, insurance etc, due on such vehicles shall be the liability of the service provider.
6. The service provider should provide the particular model or make of vehicle as require upon the contract. The BSNL; only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the

Signature of the bidder

BSNL is not happy with the condition of the vehicle provided, the Service provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the service provider 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 service provider.

7. Service provider will submit bills after due certification from vehicle controlling officer to the SDE. (PR)O/o TDM,BSNL Baripada on monthly basis for release of payment byBSNL.

8. The driver of the vehicle shall be provided with the logbook by the service provider 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 log books the bill shall be raised to BSNL by the service provider . Counting of distance will be from garage to garage, but chargeable distance in this respect shall not be more than 5 Kms in each way between user delivery address and the garage/normal parking place.

9. If the service provider 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-9 of Section VI of the tender document.

10. In the event of any mechanical failure/break down of vehicle after its reporting duty, the service provider shall arrange for replacement by another commercial vehicle. Non-compliance may attract recovery of expenditure incurred as **per clause 9 of Section VI** of tender document.

11. In the event of failure on the part of service provider to supply vehicles as mentioned in the preceding paragraph penalty as per clause 9 (ii) of Section VI of tender document shall be imposed.

12. In case any accident resulting in loss or damage to property of life the sole, responsibility for any legal or financial implication would vest with the service provider. BSNL shall have no liberty whatsoever. The tender document No....., which is annexed to this agreement, shall form part and parcel of this agreement and integral part of this agreement.

13. The tender document no.:- which is annexed to this agreement shall form part and parcel of this agreement and integral part of this agreement.

14. The service provider 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 service provider. BSNL will not be liable for any loss, damages, etc suffered/ to be suffered by service provider; 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 service provider in writing. The service provider without

Signature of the bidder

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 service provider shall also be liable for all fines, penalties, and the like of during traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and toll charges or entry taxes payable locally and the service provider accordingly indemnifies the BSNL against all such liability.

17. The service provider 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 service provider 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 Schedule-IA of company Act 1956 and Section IV item 7 &8 of the tender documents enclosed to this agreement. A certificate format to this effect is annexed to this agreement as **Section VIII** .

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the TDM,BSNL Baripada. 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 TDM,BSNL Baripada or by whatever designation such officers may be called (hereinafter referred to as the said officer)and if the TDM,BSNL Baripada or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CGM/PGM/TDM or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act'1996.The venue of arbitration proceeding shall be office of TDM,BSNL Baripada or such other places as the arbitrator may be decide.

19. If the service provider 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 place where the service provider has registered; office.

20. The service provider will not be tampering the meter reading, vehicle usage timings, overwriting of log books and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

Signature of the bidder

21. Service provider shall not engage any person below 18 years of age.

22. Rate charged by the service provider for the service given under the contract shall not be higher than the rates approved and will be regulated by clauses 5 & 10 of Section IV of bid document.

Signed _____

Signed _____

For and on behalf of the BSNL

For and on behalf of the BSNL

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date:

Date:

Signature of the bidder

SECTION X

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

To

The TDM,BSNL,
Baripada.

Subject–Authorisation for attending bid opening on _____
(date) in the Tender of hiring of Vehicle in Baripada Telecom District

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

Signature of the bidder

**SECTION-XI
INFORMATION ABOUT TENDERER**

**(To be attached with Section-VII A)
(All the columns of this sheet are to be properly filled up and
submitted)**

1. Name of firm / Individual / Tenderer :
2. Name of proprietor/authorized person signing the tender:
(Submit proper authorization letter, if not proprietor)
3. Registration No. Of firm / License particulars:
4. Present Address:
5. Permanent Address / Registered Address:
6. Telephone No.(a)Office: _____ (b) Residence: _____
FAX No.: _____ Mobile No. _____
7. Proof of authorized dealer.
8. Income Tax PAN:
9. Bank A/C No. & Bank details:
10. EMD particulars:
11. Experience particulars:
12. Service Tax Regn. NO.: -

Date :

Signature of Tenderer :

Place :

Date

Signature of bidder

Signature of the bidder

SECTION :- XII
(To be attached with Section-VII A)
UNDERTAKING

This deed of undertaking executed on this Day of Two thousand and..... by (Name of sole proprietor/Partner/Director/authorized representative ,the firm, company, Trust, Society, etc.).....S/O..... residing at..... on behalf of said M/s.....(Name of firm, Company, Trust, Society, etc.) having its office at and duly authorized 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 Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, and local office at Baripada herein after 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.: -No..... I/We..... acknowledge that I/We.....have fully understood and are aware of the terms and conditions of the tender/contract and do hereby unequivocally and unconditionally undertake and declare that ;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.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. 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 workers/labourers engaged by the service provider in past and during the course of this contract.

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, instructions, etc.

Signature of the bidder

DECLARATION

The tenderer hereby covenants and declares that all the information, documents, Xerox copies of documents/certificates enclosed along with the tender document are correct and if any thing found false and/or any suppression of fact is detected at any time, tender will be terminated & EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender document & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter in to the. agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL

In witness whereof this undertaking has caused on the

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

Date: -

Place; -

(Signature.....)

Name:

Designation:

Witness: -1: -.....

2 : -.....

**Signature of the tenderer
Along with date & seal**

Signature of the bidder

SECTION-XIII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. Dated made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or 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 he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) 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 al amount not exceeding

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. 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 during the period that would be taken for the performance of the said agreement and 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 TDM,BSNL Baripada 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. Unless a demand or claim under

Signature of the bidder

this guarantee is made on us in writing or before the expiry of **TWO YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any 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 or from time to time any of the powers exercisable by the BSNL Against and 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, act or 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. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the date

For (indicate the name of the Bank)

Date

Signature of bidder

Signature of the bidder

APPENDIX
INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as **"The Principal"**

and

..... Hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intend to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Pricipal will appoint an independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtain information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2-Commitments to the Bidder(s)/Contractor(s)

Signature of the bidder

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal`s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Pricipal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the defined procedures.

Section 4 – Compensation for Damages

Signature of the bidder

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminates the contract according to Section 3, or if Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/ recoveries as perms and conditions of the tender.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedures.

Section 6 – Equal Treatment of all Bidders Contractors

- (i) The Principal will enter into agreement with identical conditions as this one with all Bidders Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtain knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

Signature of the bidder

1. Principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representative of the parties and perform his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanism or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit no-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action to tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference of intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of a offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also

Signature of the bidder

transmit this information directly to Central Vigilance Commissioner, Government of India.

- 8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other Provisions

- 1. This agreement is subject to Indian Law. Place of Performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

.....
For the Principal

.....
For the Bidder/Contractor

Place

Witness 1:

Date

Witness 2;

Signature of the bidder