**Bharat Sanchar Nigam Ltd.**

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

O/o the Telecom District Manager, Bhawanipatna

# BID DOCUMENT

FOR

HIRING OF MULTI UTILITY VEHICLES

 FOR FIELD & HQs DUTIES

 IN

 BHAWANIPATNA TELECOM DISTRICT

 (V-01/BPT/ 2014-15/02 Dated: 07-05-2014)

***(N.B: It is the responsibility of the bidder to follow this office in every step of the tender/work to which he / she is concerned. In no case, non-receipt of work order or any letter of correspondence will be entertained.)***

### Cost of bid documents = Rs. 525/-

 **SECTION-I**



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o the Telecom District Manager, Bhawanipatna

**NOTICE INVITING TENDER**

 NIT No.: V- 01/ BPT/2014-15/02 Dated. 07-05-2014

Sealed (with Wax /PVC Tape) tenders are invited by the undersigned for and on behalf of BSNL from vehicle owners/firms for supply of vehicles **(not more than three years old from the date of publication of this NIT)** to Bhawanipatna Telecom District on hiring basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Unit** | **Type of****Vehicle** | **No. of Vehicles** | **Headquarter** | **Cost of** **Work in** **Rs./Vehicle** | **EMD/****Vehicle** | **Monthly Slab in Km** |
| Unit- I(TDM Office,Bhawanipatna) | Bolero/Tata Sumo | One | Bhawanipatna(One) | 3,00,000/- | 7,500/- | 2,000 |
| Unit – IISDOT,Dharamgarh. | Bolero/Tata Sumo | One | Dharamgarh | 3,00,000/- | 7,500/- | 2,000 |
| Unit-III(SDOT, Nuapada) | Bolero/Tata Sumo | One | Nuapada | 3,00,000/- | 7,500/- | 2,000 |

Monthly slab is variable to the extent of maximum 2500 Kms as per the requirement on the basis of rate of additional Km. with prior approval of Competent Authority.

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

**(In the shape of DD drawn in favour of the A.O. (Cash), BSNL, O/o The Telecom District Manager, Bhawanipatna; payable at Bhawanipatna).**

**Commencement of issue of tender paper 07-05-2014 (10.30 hrs.)**

**Last date of issue of tender paper 22-05-2014 (13.00 hrs.)**

**Last date of submission of tender paper 23-05-2014 (13.00 hrs.)**

**Date and timing of opening of tender paper 23-05-2014 (15.00 hrs.)**

The tender papers can be obtained from the SDE (MIS-USO) of this office from 10.30 hrs to 13.30 hrs on all working days, on production of an application along with the cost of tender paper and attested Xerox copies of relevant documents such as (1) PAN Card, (2) Service Tax Registration Number as applicable (3) Documents related to the Vehicle viz.,(R.C. Book, Road Permit, Insurance Coverage and Pollution Free Certificate of the vehicle, etc). Original document will be asked for verification. The interested bidder is to participate if he/she is willing to provide new vehicles within 15 days after finalization of tender. In this regard an undertaking should be given as per appendix-VI.

 If any of the above date falls on any BSNL Holiday or any strike/bandh, the same date will be automatically shifted to next working day. Downloaded tender paper with all formalities completed (along with cost of tender paper, EMD, other documents, etc.) will also be received by courier/ post. Tender paper to be reached this office within schedule date & time, which is the responsibility of the bidder. For any queries, please contact S.D.E.(MIS-USO) of this office on 06670-232399/9437056000.

# Telecom. District Manager, Bhawanipatna.

 **SECTION-II**

#### SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc. and carryout periodical maintenance and execute the work through their Supervisor.

The work consists of one part on Monthly Slab Ratebased on BSNL’s requirement.

**Monthly KM Hire Slab:**

As per monthly requirement the vehicles will be requisitioned. The Monthly hire slab in KM on which vehicles are required and the estimated number of such **hiring per Month** are tentatively indicated below.

|  |  |
| --- | --- |
| **Monthly Hire slab** | **MUV (Bolero/ Tata Sumo etc.)** |
| 2000 KM/ Month | 03(Three) |

**SECTION-III**

**SERVICE PROVIDER’S OBLIGATIONS**

1. **Service provider:** The successful bidder eligible to supply vehicles as per tender condition is the service provider to BSNL in this case.

**2. Service to be provided** issupply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of TDM, Bhawanipatna.The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.

3.  **Quantity of Vehicle** 3 (Mahindra Bolero/ Tata Sumo etc.)

4. **Duty Hours of** vehicles are normally for ten (10) hours per day on all days of month. However, actual duty hours / days shall be specified by actual users of the vehicle.

5. **Notice period for supply of vehicle** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.

6. **Reporting** **Place for vehicle** iswithin the jurisdiction of the controlling officer. Actual place of reporting shall be specified by users of vehicle.

7. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 3 ( Three) KMs whichever is less.

8. **Accuracy of Meters** will be checked periodically byany authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.

9. **Miscellaneous Conditions:-** Service Provider should comply with the following:

1. **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
2. **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers’ through Local Govt. Offices.
3. **Documents of vehicle-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
4. **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
5. **Statutory Requirements**- It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any of the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
6. **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in Orissa will be borne by the Service Provider.
7. **Parking / Toll Charges**, if any, may be claimed by producing valid Parking / Toll slips.
8. **Driver -** Attested copy of driving license should be submitted during the contractual period.
9. **Consumables** likelubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider’s liability.
10. **Assign** driving toonly qualified experienced licensed driver and also assume full responsibility for the safety and security of the officers/officials and store items.
11. **Duty Slips (**in case of transport agency)in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL **(Annexure -6)** and should ensure that at the end of duty; the duty slips are completed and signed by the users.
12. **Vehicle Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.

 (xiii) **Unused KMs** if any during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.

10. **Debarring Conditions:-**

 (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative.

1. No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
2. The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
3. Service Provider shall not engage any person below 18 years of age.
4. **BSNL will not have obligation:-**
5. Liabilities whatsoever for payment of wages/salaries, other benefits and allowances to his personnel that might become applicable under any act or order of the Govt., are the sole responsibility of the service provider and in case of non-compliance of laws regulations shall amount to breach of contract.
6. 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 Service Provider.
7. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.

(iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

 12. **Penalty for breach of terms & conditions:**

1. In case of break down, after it’s reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability 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.
2. The penalty for absence during **extra hour** duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
3. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
4. If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of TDM, Bhawanipatna would be final.
5. **No payment will be made for vehicles supplied by the Service Provider older than Three Years Model.**

(vi) Should not refuse to provide vehicles against BSNL’s requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

**SECTION-IV**

**GENERAL (COMMERCIAL) CONDITIONS**

 **1. Bidder Eligibility:**

1.1 In case of a bidder being a transport agent, the bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than minimum 16.67% of the total quantity estimated for hiring.

1.2 The bidder must have the permit from RTOs not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the bidder will be able to supply commercial vehicles of model not older than **three years** shall be provided.

**2. Right to Accept or Reject:**

 BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BSNL.

* + 1. **Bid Forms (Two Bid Format).**
	1. The tender should be submitted in **two covers**; ***One*** super scribing **Technical Bid** and ***Second*** **Financial Bid** and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted **“Tender for Hiring Vehicle for the Unit-------”**. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

#  Tender will be opened on the schedule date and time in the Room No - 203 as per NIT. The interested bidders or their representatives with proper authorization may attend on the same date and time as mentioned above. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in BSNL custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in Annexure-2. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

* 1. Financial Bid of the eligible bidders only will be opened.
	2. **Bidder shall furnish the documents as per** **Technical Bid Form at Annexure-2 & 2A.**
	3. Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.5  The duly filled tenders must be accompanied with EMD (Bid security) amount **as per NIT** valid for 180 days from the date of tender opening in the shape of a **Demand Draft** infavour of A.O. (Cash), O/o the TDM, Bhawanipatna or money receipt in proof of deposit in the A.O.(Cash).

3.6 **Tender** should be submitted to AGM (NW-OP-CFA), O/o the TDM, BSNL Bhawanipatna on or before the date and time as per NIT.

3.7 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.

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

3.9 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.

3.10 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

3.11 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 opening**

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.3) 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 **Annexure-5**). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

5. **Bid** **Evaluation**

5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

1. **Award of Contract**

 BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in **Annexure-4** of bid document.

1. **Right to vary quantities**

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

8. **Signing of Contract**

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

8.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 12**.

9. **Annulment of Award**

 Failure of the successful bidder to comply with the requirement of **clause 8** 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.

10. **Period of validity of bids**

(i) The bid shall remain **valid for 180 days** after the date of opening of bids. A bid with validity for a shorter period than the prescribed one shall be rejected by BSNL as non-responsive. (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity will not be permitted to modify his bid and in case of non-acceptance, the EMD shall be forfeited.

**11. Bid Price.**

11.1 The supplier shall quote price as per schedule given in **Section V** for all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.

11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**12. EMD**

12.1 Pursuant to **clause 3.5,** the bidder must deposit EMD. The EMD shall be in the form of **Demand Draft** infavour of A.O.(Cash), O/o the TDM, Bhawanipatna or money receipt in support of proof of deposit in Cash may be submitted in separate cover.

12.2 The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract satisfactorily in accordance with **clause 17 of Section-IV** and furnishing the performance security.

**13.** **The EMD may be forfeited**:

13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

13.2 If the successful bidder fails

i) to sign contract in accordance with clause 18

ii) to furnish performance security in accordance with clause 17 of Section IV

iii) The EMD of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

**14.** **Terms of Payment:**

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/o the TDM, BSNL, Bhawanipatna. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment (if applicable). In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is to be paid on actual basis, as per terms & conditions.

**15. Clause by clause compliance.**

 A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **Under Section-II** and General & Commercial Conditions **Under Section-III**. In case of deviation a statement of deviation shall be given.

**16.** **Duration / Period of Contract:**

**Normally contract will be awarded for 1 (one) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.**

**17.** **Performance** **Security Deposit:**

17.1 **The successful bidder shall be required to deposit an amount equal to 5 % of the Tendered value as Security Deposit at the time of making agreement. The EMD will be converted as part of Security Deposit on request by the successful bidder before signing the contract.**

17.2 Performance Security shall be submitted in the form of Cash/Bank Draft/Banker’s Cheque/Bank Guarantee issued by a scheduled Bank in the Performa provided in **Annexure-4** of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider’s performance obligations under the contract.

17.4 If the Service Provider 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.

**18.** **Termination of Contract**

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications 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.

 18.3 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

**19. Termination for insolvency**

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

**20. Insurance**

The Insurance cover if applicable protecting the agency against all claims applicable under the Workmen’s Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.

**21. Prices:**

21.1 The rates should be on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

 21.3 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.

21.4 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.

**22.** **Price Revision:**

22.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hiring charges due to variation in fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

**Increase or decrease in Petrol/Diesel during the month =** Actual KMs run by the vehicle X (Revised rate per liter - Base rate per liter) Average KM per liter of Diesel consumption (KMPL)

(**Note:-** The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **12 Km in Diesel driven.** If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

22.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of the quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th

 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the1st day of next quarter. **Base Rate of fuel would be fuel prices as on date of award of contract.**

22.3 In case of minimum average run per litre of fuel (i.e. Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

* 1. The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

**23.** **Miscellaneous Conditions:**

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

23.2 The bidder with the lowest evaluated price will be considered for about 30% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

23.3 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.

23.4 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fail to honour their bid without sufficient ground.

#  24. 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.

**25. Arbitration:**

 25.1 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, Bhawanipatna, 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, Bhawanipatna 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, Bhawanipatna, shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider 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 three of or any rules made thereof.

* 1. The venue of Arbitration proceeding shall be Office of TDM, Bhawanipatna at

 Bhawanipatna or such other place as the arbitrator may decide.

25.3 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.

**26. Set Off (Recovery of Sum Due):**

26.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.

26.2 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 sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL?

26.3 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.

**The TDM, Bhawanipatna reserves the right to modify the nature and measure of any penalty mentioned in the tender as deems fit if necessity arises (due to delay in performance, sub standard work or otherwise).**

**SECTION-V**

**SCHEDULE OF REQUIREMENT AND HIRE CHARGES**

(To be attached with Financial Bid)

#### Monthly Km Hire Slab:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Slab No | Monthly Hire Slab in Km | Name of unit | Reporting Station | No. of Vehicle required | No. of Vehicle optedfor | Hire Charges including cost of diesel /Vehicle/Per Month Slab Rate(Rs) |
| Non Air-conditioned Diesel Bolero/ Tata Sumo | Service Tax ,if any(To be borne by BSNL) |
| 1. | 2000 Km | I | TDM,Office,Bhawanipatna | 1(One) |  |  |  |
| 2. | 2000 Km. | II | SDOT,Dharamgarh | 1(One) |  |  |  |
| 3. | 2000 Km | III | SDOT,Nuapada | 1(One) |  |  |  |

FOR PLAN-1:

a)For extra run beyond prescribed slab

in Km (Rs./Km) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) … \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) Night halt charges (Rs./Halt)…………….. …… \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Signature

 (WITH SEAL IF REQUIRED)

**ANNEXURE-1**

**FINANCIAL BID**

Tender No…………………… Date ……………….

To

 Telecom. District Manager, BSNL,

 Bhawanipatna.

Dear Sir,

1. Having the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.

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

3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum towards Performance Security Deposit.

4. We agree to abide by this Bid for a period of 180 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.

5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ……………………..Day of….………………2014.

Signature of

In capacity of

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

Witness ……………………………………………………………

Address …………………………………….

Signature

**Encls:** **Schedule of Requirement & Hire charges**

**ANNEXURE-2**

**HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF**

**BHAWANIPATNA TELECOM DISTRICT**

Tender Ref: Date:

**TECHNICAL BID**

 To be filled in by the Bidder (enclose copy of documents to support your statement)

|  |  |
| --- | --- |
| 1. | Name and Postal Address of the Bidder: Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: |
| 2. | (In case of a bidder being a transport agent)Is your concern Recognized / Registered Yes No (Attach Photocopy as a proof) |
| Tick as applicable* 1. Recognized by Govt. of India as Tourist Transport operator
	2. Registered under Companies Act
	3. Registered under Shops and Establishment Act
	4. Registered as firm
	5. Proprietorship / Any other category(please specify)

f. Sister concern of ………………………….(please specify name)  |
| 3.a  | Income Tax Permanent account Number (PAN) : (attach Proof)  |
| 3.b  | Service Tax Registration Number(In case of public ltd.company/firm) :(attach Proof) |
| 3.c  | Registration/Allotment Number of  |
| 4.a |  ESI (Attach proof) (If applicable) : |
| 4.b |  EPF (Attach Proof) (If applicable) : |
| 4.c | Any other social security scheme for workers :(Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : |
| 5. | No Near Relative Certificate as per Appendix-IV |
| 6. | Any other document as asked in NIT. |

 **Date Signature**

**ANNEXURE-2A**

**Statement of Vehicles owned by the Bidder**

**(with documentary proof)**

**BIDDER’S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COMPANY’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(** In case of a bidder being a transport agent)

|  |
| --- |
| Details of **“OWNED”** Vehicles of Three Years old or less as on date: |
| SL. NO. | Registration Number | Model (Year) | Date of Registration | Vehicle Owner’s / Name | Vehicle Type ( Tata Sumo/ Bolero etc. Please specify) | Validity Details |
| Permit | Fitness | Road Tax | Insurance |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |

**Note:** Use additional sheets if required.

**Declaration:**

**The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.**

**Date BIDDERS’S Signature office Seal**

 (FOR REGD COMPANY/FIRM)

**ANNEXURE-3**

**BID SECURITY BOND**

Whereas ……………………… (hereafter called “the Bidder”) has submitted its bid dated …………….. For hiring contract of commercial vehicles Tender No……..

…………………….**KNOW ALL MEN** by these Presents that We …………….. of …………….. having our registered office at ……………. (hereafter called “the Bank”) are bound unto …………………..BSNL, in the sum of Rs. …………. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

**THE CONDITION of the obligation are:**

1 If the Bidder withdraws its bid during the period of bid validity specified by the

 Bidder on the Bid Form; or

2 If the Bidder, having been notified of the acceptance of its bid by the purchaser

 during the period of Bid Validity.

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

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

 instructions to Bidders.

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

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank

Name

 Signed in Capacity of

Signature of Witness Full Address of Branch

Name of Witness Tel. No. of Branch

Address of Witness Fax No. of Branch

**ANNEXURE-4**

**PERFORMANCE SECURITY BOND**

(to be submitted with the agreement)

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_(here in after called the said Service Provider(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 Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_we, (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(here in after referred to as “the Bank”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Service Provider’s do hereby undertake to pay to the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_an amount of not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_\_\_\_\_\_\_ by reason of any breach by the said Service Provider’s of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ reason of breach by the said Service Provider’s of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

4. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (Eighteen month) so that it shall continue to be enforceable till all the dues of the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_ that the BSNL, \_\_\_\_\_\_\_\_\_\_

 shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_to the said Service Provider(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 Service Provider(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.

**ANNEXURE-5**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**(To reach on or before the date and time of bid opening)**

To

The TDM,

Bharat Sanchar Nigam Ltd.

Bhawanipatna.

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

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

 **Order of Preference Name Specimen Signature**

I.

II.

Alternate Representative

Signature of bidder

 Or

 Officer authorized to sign the bid

 Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

 **ANNEXURE-6**

 **FORMAT OF DUTY SLIP**

**( in case of the bidder being a transport agent)**

**(Print Name of the company & address)**

Sl. No……………………… Date…………………

**( to be filled by contractor )**

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

……………………………………………………………………………………………………

………………………………………………………………………………………………

**( to be filled by user** )

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

Driver’s Name & Signature Signature of User

AGREEMENT FOR VEHICLE HIRE

 This agreement is made on this \_\_\_\_\_\_\_\_\_\_\_\_ day of 2014 between M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is registered under\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acting through its authorized official Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AND**

Bharat Sanchar Nigam Ltd. ( herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at Bharat Sanchar Bhawan, Janpath, New Delhi-110001 and acting through its authorized official Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at Circle/ TDM Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Service Provider will provide Commercial vehicles on hire basis for Bharat Sanchar Nigam Ltd for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The “Service Provider” has deposited Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) as interest free Performance Security.

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

1. The 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 three year model, on the rates accepted as described in schedule vide Appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. 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 Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorities of BSNL indicated in Appendix-II shall place an order for their requirement on the official Hire order form Appendix-III ( herein after called Hire order ) and will receive acknowledgement from the 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 this Agreement for vehicle Hire shall prevail.

5. Service Provider will provide vehicles to BSNL not older than three years 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 make & model 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 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 in accordance with Section-IV, Clause (14) of the Bid document to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Section of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of BSNL on monthly basis for release of payment by BSNL.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

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 (18) of Section IV of Bid Document.

10. In the event of any mechanical failure/breakdown of vehicle after it’s reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section III of Bid Document.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

* 1. Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.
	2. The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
	3. If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

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

13. The Bid Document No. BSNL/ / / 2014 Dated \_\_\_\_\_\_\_\_ 2014, schedules annexure/appendix which we annexed to this agreement, as schedule “B’’ & \_\_\_\_ respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Service Provider. BSNL shall 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 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 parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the 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 or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. 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 Sch-IA of Company Act 1956 and clause (9.i) of Section-III of the Bid documents enclosed as schedule “B” to this agreement. A certificate to this effect is annexed to this agreement as Appendix-IV.

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

20. Service Provider shall not engage any person below 18 years of age.

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

22. The KMs not used during a particular month in Plan-1 (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

23. 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 \*\_\_\_\_\_\_of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the \*\_\_\_\_\_\_\_\_ 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 \*\_\_\_\_\_\_\_\_ of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

 The venue of Arbitration proceeding shall be Office of \* \_\_\_\_\_\_\_\_\_ of BSNL at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or such other place as the arbitrator may decide.

(N.B : *At the places marked \* in the above clauses, “The Chief General Manager (CGM) / Principal General Manager (PGM) / Telecom District Manager (TDM), as the case may be incorporated*.)

24. 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 the place where the Service Provider has his registered office.

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Service Provider)

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

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name of the CGM / PGM / GM / TDM*

Bharat Sanchar Nigam Limited

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

Tel :\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

### Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the BSNL For and on behalf of the Service Provider

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

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of Witnesses In the presence of Witnesses

1. 1.

2. 2.

# Appendix- I

APPROVED RATE

FOR PLAN-1 UNIT

a) Hiring Charge (For distance ………….KMs/month) Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a) For extra KM (Rs./KM)…………………………… Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Detention charges beyond duty (Rs./Hr.) .. ……….. Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) Night halt charges (Rs./Halt)…………….. …………Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (on behalf of BSNL)

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

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix- II**

#

**B.S.N.L.**

[A Government of India Enterprise]

#### (Part of Agreement for vehicle hire)

 **The List of authorities**

(Approved by Head of District**)**

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

#####  Name of TDM: Bhawanipatna

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl.No. | Name and Designation of the Officer to whom the vehicle will be attached | Address | Make, Model and Registration Number of the Vehicle | Monthly Distance |
|  |  |  |  |  |

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (on behalf of BSNL)

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

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix-III

**B.S.N.L.**

[A Government of India Enterprise]

 **Hire Order**

(Only by specified authority)

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

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

**Order details**

BSNL’s order number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Provider’s reference\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Telecom. District\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vehicle details**

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

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

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

**Hire details**

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

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

Contracted monthly mileage \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Kms

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (On behalf of BSNL)

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

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix-IV

## (Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in Bhawanipatna Telecom. District

**CERTIFICATE**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

At\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_P.O.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_P.S.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dist.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section-IV, item (7) of Bid document is/ are employed in BSNL unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

###  Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For and on behalf of the Service Provider

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

 Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix-V

**U N D E R T A K I N G**

 This deed of undertaking executed on this\_\_\_\_\_\_ day of ------------ 2014 and by (Name of the service provider)---------------------------------------------------------------------- S/O --------------------------------------------------residing at----------------------------------------------- in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at O/o the TDM, Bhawanipatna hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

 Whereas M/S BSNL invited bids for hiring of vehicle (MUV) for commercial purposes, I participated in the bidding process and emerged as successful bidder with respect to Tender No: ……………………………………. I ------------------------------------------ acknowledge that I -------------------------------------------------------have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that:

1. I-----------------------------------------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.
2. I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:
	* Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are ‘or’ will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

 OR

* + Any other payments, claims ‘or’ liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

 OR

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

 In witness whereof this undertaking has caused on the

 Day-----------------------Month of --------------------------Year’2013

 Date:

 Place:

 (Signature:-------------------------)

 Name :--------------------------------

 Designation:--------------------------

 **WITNESS :**

1. ………………………………..

 2. ………………………………….

# Appendix-VI

**U N D E R T A K I N G TO PROVIDE NEW VEHICLE**

I ,Shri/Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake to provide a new Vehicle for the Unit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as per specification within 15 days from the date of finalization of Tender in case I have been selected . If I fail to provide the new Vehicle then the EMD deposited by me will be forfeited.

**Date BIDDERS’S Signature**

**APPENDIX-VII**

**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 intends 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 principal will appoint as 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:-
2. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a 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.
3. 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.
4. The principal will exclude from the process all known prejudiced persons.
5. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or I 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 of the bidder(s)/Contractor(s)**

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.
2. 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 of during the execution of the contract.
3. 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, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
4. 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 principal as part of the business relationship, regarding plans, technical proposals and Business details, including information contained or transmitted electronically.
5. 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.
6. 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 procedure.

**Section 4 – Compensation for Damages**

1. 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.
2. If the principal has terminated the contract according to Section 3, or if the 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 per terms and condition of the tender.

**Section 5 – Previsous transgression**

1. The Bidder(s) 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.
2. 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 procedure.

**Section 6 – Equal treatment of all bidders/Contractors/subcontractor**

1. The principal will enter into agreements with identical conditions as this one with all the bidders/contractors
2. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact.
3. 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 obtains 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 constitutes 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**

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 instrucdtions by the representatives of the parties and performs 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)/Subcontractors with confidentiality.

Notwithstanding anything contained in this section, the bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms 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 req1uired to provide any data relating to its other customers, or any personnel or employee related date.

1. The principal will provide to the Monitor sufficient information about all meetings among the parties related to project provided such meetings could have n impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
2. 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 non-binding recommendations. Beyond this, the monitor has not right to demand from the parties that they in a specific manner, refrain from action or tolerate action.
3. 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 or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.
4. If the monitor has reported to the CMD of the BSNL, a substantiated suspicion of an 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 transmit this information directly to the Central vigilance commissioner, Government of India.
5. 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/contract5 shall not be applicable for any issue/dispute arising under integrity pact.
2. Charges 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; ……………………..