

BHARAT SANCHAR NIGAM LIMITED

( A Govt. of India Enterprise)

O/o DE.OFC(Mtce),ETR  
Microwave Station,Brooks Hill,  
SAMBALPUR-768 001.

BID DOCUMENT

No-BSNL/DE-OFC/SMB/Hired -Vehicle/09-10 Dated at SMB the 29-07-09  
Ref-No-ETR/DGM-BN/V-5 (Hiring-Vehicle)/2009-10/54 Dated at BBSR ,16-07-09

SEALED TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLE WITH VALID  
PERMIT FOR COMMERCIAL USE IN SAMBALPUR OFC DIVISION .

Price Rs-550/- only  
(Including 10% OST)

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Section 1  
Bharat Sanchar Nigam Limited.  
(A Govt. of India Enterprise)

NOTICE INVITING TENDER

Sealed Tenders are invited up to 1500 hrs on 27-08-09 for hiring light commercial vehicles such as Non AC Jeep ( Marshal/Bolero/ ) .not older than four years from the prospective contractors, holding a valid certificate issued by the competent authority of a PSU/Central/State Govt organization for satisfactory performance of similar contract on hiring vehicle for at least one year before the date of NIT and having not less than two vehicles./  
Schedule to the invitation of Tender .

- |                                               |                                                                                                                                                   |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.Tender No-----                              | BSNL/DE-OFC/SMB/Hired-Vehicle/ 09-10 Dt. 29-07-09                                                                                                 |
| 2.Time and last date of issue of Bid Document | 1500 hrs of 27-08-09                                                                                                                              |
| 3.Time and Date of depositing tender/Bid      | 1500 hrs of 28-08-09                                                                                                                              |
| 4.Time and date of opening of tender/Bid      | 1600 hrs of 28-08-09                                                                                                                              |
| 5.Minimum Validity of tender offer            | 150 days from the date of opening                                                                                                                 |
| 6.Services to be provided                     | Hiring of Light Commercial vehicles/Jeep(Marshal/Bolero) (Approx one number) models not older than2005 year model.                                |
| 7. Duration of contract                       | one year from the month of award of contract,with an option of extension for a further period of one year on the same rate , terms and conditions |

Intending eligible bidders may obtain Bid Document from the office of the Divisional Engineer ,OFC,Mtce,Micro Wave Station ,Brooks Hill, Sambalpur-768 001, on payment of Rs 550/- (Rupees Five hundred fifty only ) (including 10% OST)( non refundable) on all working days up to 1500 hrs of 27 -08-09 The payment will be accepted in the form of cross Demand Draft drawn on any scheduled bank in favor of Sr. Accounts Officer ,BSNL,O/o The Dy.G.M ,ETR ,Bhubaneswar.,Payble at Bhubaneswar. .Bidders shall have to deposit EMD of Rs 7500/- ( Rupees Seven thousand five hundred ) only as Bid security in the form of Bank Guarantee/Demand Draft along with the bid.

For the details visit our official Web site:<http://www.orissa.bsnl.co.in> ,

DE,OFC(Mtce) ,Sambalpur.

Copy-to-1.Dy.G.M,ETR,Bhubaneswar

2-4- Notice board .O/o DE,OFC(Mtce),Sambalpur/ O/oDE,MW(P),Sambalpur

/ O/o GM,TD.Sambalpur

5.. Office copy

SECTION-11  
INSTRUCTION TO BIDDERS

SERVICES TO BE PROVIDED

1 Services to be provided are given in Section V!

2. Eligible Bidders

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

(b) The bidder should own or lease sufficient number of vehicles (minimum two) of model not older than four years from the date of issue of NIT which are registered as commercial vehicles in their names or Firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced when called for.

(c) The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than four (year)

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

3. Cost of Bidding

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

4. Bid Document

4.1 Bid document includes

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

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

4.3. A prospective bidder requiring any clarification on the bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

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

i. The bidder shall furnish the particulars of post performance with supporting documents

ii. Partnership Deed or proprietorship deed or articles /Memorandum of Association as the case may be, latest Annual Account in form /C6.

iii. Latest income Tax clearance certificate (ITCC)

iii(a) Service Tax Registration Number

iv.. Valid and authenticated certificate from any of the PSU/Central/State Govt. organization for satisfactory performance of the contract on hiring vehicles for at least one year

iv(a) PAN Number (Permanent Account Number)

6. **Amendment to bid document-**

i) At any time prior to the date of submission of the BSNL may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder modify the bid documents by amendments.

ii) The amendments shall be modified in writing to all prospective bidders and these amendments will be binding on them.

7. **Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components

a. Documentary evidence established in accordance with clause(2) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

b. Bid security furnished in accordance with clause 11

c. A clause by clause compliance as per clause 10

d. Bid form and price schedule completed in accordance with clause 8 and 9

8. **Bid form**

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

9. **Bid Price**

i). The supplier shall quote as per price schedule given in section V for all type 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

- 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 quotation will be treated as non responsive and rejected
- iii) "Discount " or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

#### 10. **Clause by clause compliance**

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

#### 11. **Bid Security**

11.1. Pursuant to clause 7, the bidder must deposit Rs-7500/- ( Rupees Seven thousand five hundred only ) as Bid Security. The Bid Security shall be in the form of **Bank Gurrantee** valid for **180** days from the date of tender opening may be submitted in separate Cover.

11.2 The success full bidders security will be discharged upon the bidders acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security .

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

- a). If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form
- b) If the successful bidder fails
  - i) to sign contract in accordance with clause 18
  - ii ) to furnish performance security in accordance with clause 2 of Section 111
  - iii) A bid not secured in accordance with para 11.1 shall be rejected by BSNL as non responsive at the bid opening state and returned to the bidder unopened.
  - iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

12 **Format and signing of bid.** . The bidder shall prepare one complete set of original bid and one copy of the same clearly marking " original" and "copy". In the event of any discrepancy , the original shall govern.

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

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

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

12.4 (i) The power of attorney should be submitted and executed on the non judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attached by a Notary public or registered before Sub-registrar.of the state(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 favor of the said Attorney.

### **13. Submission of Bid**

The bids should be submitted in two covers. The first cover superscribed as “**Technical Bid**” shall contain documents establishing bidder’s eligibility as per clause 2&5 of section –11 and a certificate on relatives working in BSNL as per clause 8 of Section-1V. The second cover superscribed as “**Financial Bid**” shall contain the Bank Guarantee for bid Security as per Clause 11 and the rates quoted by the contractor for each item shown in the Scheduled of Requirement as per section –V. The original copy of the Technical and Financial Bid duly marked ‘ORIGINAL’ and two copies of the original marked as ‘COPY’. Both the covers of :”**Technical Bid**” and “ **Financial Bid**” should be sealed separately by the personal seal of the bidder.

i) The bids should be submitted duly sealed and addressed to DE.OFC(Mtce), Microwave Station ,Brooks Hill,Sambalpur-768 001 and delivered in person on or before 1500 hrs of due date.

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

### **14. Bid opening**

BSNL shall open the Technical bid cover containing documents detailed as per clause(13) in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date .Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X) .After scrutiny of the Technical Bid for its satisfactory specification ,the BSNL will 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 who fulfill the eligibility condition and furnish all documents as given in Technical Bid.

### **15. Evaluation**

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

15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation ,BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one ,which confirms to all the terms and conditions of bid documents with out material deviation .A bid determined as substantially non responsive will be rejected by BSNL

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

### **16. Award of Contract**

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

**17. Right to vary quantities.**

BSNL reserves the right at the time of award of contract to increase up to 25% of the required quantity of services specified in the schedule of requirements with out any change in hiring charges of the offered quantity of other terms and conditions .

**18. Hiring Contract**

18.1 Signing of Agreement shall constitute the award of hiring contract on the bidders

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

**19. Annulment Award**

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

**20 Periods of validity of bids**

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

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



SECTION-111  
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 of equal to 10% of the Tendered value subject to maximum limit of Rs 5 Lakhs with in 2 weeks of conveying BSNL's intention for accepting the bid as performance Security.

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

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

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

**3. EXECUTION TIME LIMIT**

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

**4. PAYMENT TERMS**

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by user. The copy of Service Tax paid Challan for the previous month/quarter as the case may be should be produced along with the bills for payment

**4(a) PRICES**

4(a) I Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.

(II) In case 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 service for the services to be availed from the date of enactment of revised duties/taxes.

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

**5. Termination of Contract**

5.1 BSNL may with out prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts .

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension there of granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the General & Specified Conditions of the contract.

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

#### **6. Termination for insolvency**

BSNL may also by giving written notice and without compensation to thye contractor terminate the contract ,if the contractor becomes unwilling ,bankrupt or otherwise insolvent with out 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 other with in 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 case to exist ,and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

#### **8. Arbitration**

8.1 In the event of any question ,dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CGM,ETR,Kolkata ,BSNL. In case his designation is changed or his office 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) and if the ----- 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 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 arbitration proceeding under this clause.

8.2 The venue of the arbitration proceeding shall be Office of CGM,ETR,Kolkata ,BSNL at Kolkata or such other place as arbitrator may be 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 as 1996 and the rules made there under any modification there of for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9. **Set Off**

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

## SECTION-IV

### **SPECIAL CONDITIONS OF CONTRACT**

1. The special condition of contract shall supplement the instruction to the Bidders as contained in section 11 and general (commercial) conditions of the contract as contained in section 111 and wherever there is a conflict, the provision here in shall prevail over those in section 11 and section 111.
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 reserve the right to disqualify such bidders who have 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 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------(name of unit)] and executive employees [also called Group A and Group B officers working in------(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  
Member of a Hindu Undivided Family.  
They are husband and wife  
The one is related to other in the manner as father, mother, son(s), son's wife (daughter-in law), Daughter(s), husband(son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother -in-law)
8. The tenderer(s) should give a certificate to the effect that none of his /her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is noticed. The BSNL, will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring ,safe driving. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by the 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 the original schedule or requirement in the NIT.
- 11 . In no case a vehicle is not registered for the commercial purpose shall be supplied to BSNL,and taxes etc ,due on such vehicles shall be liability of the contractor.
12. The contractor shall sent the vehicle for peripheral servicing at the cost of the contractor, BSNL ,will not pay any mileage run for such servicing nor any deduction be made for the duration involved ,in such servicing. The cost of lubricants ,repairs ,maintenance ,taxes ,insurance, etc ,will be to the contractor's liability.
13. BSNL ,reserves right to counter offer price against price quoted by the bidder.
14. 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 quality on the lowest bidder.
15. Regular checking of meter by the designated transport authority may be done by the contractor ,and requisite certificate may be shown to BSNL as and when demanded.
16. The contractor should be ensure that at the end of duty ,the duty slips are completed and signed by the users. The duty slip in duplicate copy form to be printed and serially numbered by the contractor as per the format given in section-
17. The Contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

**SECTION-V**  
**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**

Sl.No	Type of vehicle (Model)	Job Description (Monthly charges)	Hire Charges per vehicle (Rs)		
			Unit Price	Levies /Taxes if any	Composite price
1	Ambassador(Petrol) Non-AC	1) for 1500 km/ month 2) for 2000 km/ month			
2	Ambassador(D/CNG) Non-AC	1) for 1500 km/ month 2) for 2000 km/ month			
3	Ambassador(Petrol) With-AC	1) for 1500 km/ month 2) for 2000 km/ month			
4	Indica(DLE)/Non-AC	1) for 1500 km/ month 2) for 2000 km/ month			
5	Indica(DLS)/With-AC	1) for 1500 km/ month 2) for 2000 km/ month			
6	Maruti(Omni) Non-AC	1) for 1500 km/ month 2) for 2000 km/ month 3) for 2500 km/ month			
7	Jeep(Diesel)/Marshal/ Bolero Non-AC	1) for 1500 km/ month 2) for 2000 km/ month <b>3) for 2500 km/ month</b>	xx xx	xx xx	xx xx
8	Tata Sumo/Non-AC	1) for 1500 km/ month 2) for 2000 km/ month 3) for 2500 km/ month			

a) For extra KM( Rs/KM).....1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
5. \_\_\_\_\_ 6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_

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

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

## SECTION-VI

### SERVICES TO BE PROVIDED

1. Service Provision of commercial vehicles with licensed drivers ,registered commercial vehicles on Hiring basis for running in OFC Division Sambalpur.
2. Period of contract Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. How ever contract may be extended for further period up to one year if agreed by the contractor and BSNL ,on the same rate , terms and conditions after ensuring competitiveness of the rates.
3. Quantity Estimated number of vehicles to be hired is one ,however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. Duty hrs Ten hours (0900hrs-1900 hrs) per day on all days of month except Sundays (Weekly Off days) .and other closed holidays.
5. Notice period i) For regular requirements one day in advance  
ii) Telephonic intimation shall be considered as notice.
6. Reporting place Any place with in the jurisdiction of OFC Division Sambalpur.. Actual place of reporting shall be specified by users of vehicles.
7. Counting of distance From garage to garage but chargeable distance in this respect shall not be more than 5 KMs in each way.
8. Accuracy of meters The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
9. Penalties
  - i) In case of break down ,vehicles have to be replaced by other immediately or not more than one hour. In case of not availability of suitable vehicle a penalty up to Rs 100/- may be imposed in addition to deduction on pro rata basis for the period . If the number of break down exceeds three time in a month ,a penalty of Rs 200/- per break down shall be imposed .
  - ii) In case of non availability of vehicles penalty of Rs 200/-per day shall be. imposed in addition to deduction at pro-rata basis for that day.
  - iii) In case of non availability of vehicles during extra hours penalty of Rs100/- per occasion shall be imposed.

10. Special Requirements
- i) Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hours. 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 in this effect be given on the body of bill while submitting claim.
  - iii) Payment of any Govt. tax or duty for plying the vehicle in Sambalpur , OFC. Division will be the liability of contractor
  - iv) Parking and toll charges ,if any may be claimed by producing the parking Toll Slips
  - v) Shortage in utilization of contracted KMs if any during a particular month will be suitably adjusted over a period of subsequent three months.
  - vi) Intending bidder should arrange issue of Identity Cards after verifying antecedents of his drivers through local Govt. offices



SECTION-VII

FINANCIAL BID FORM

Tender.No

Date-----

A. ( Name and Address of the purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos ----- the receipt of which is here by duly acknowledged ,we undersigned ,offer to provide commercial vehicles in of the conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached here with and made part of this Bid
2. we undertake , to enter in to agreement with in 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 guaranties of a Scheduled bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period
5. Until an agreement is signed and executed ,this Bid together with your written acceptance. there of in your notification of award shall constitute a binding contract between us
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement
7. we understand that you are not bound to accept the lowest or any bid ,you may receive.

Dated this -----Day of -----200

Signature of

In capacity of

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

Witness-----

Address-----

Signature-

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SECTION-V11-A  
TECHNICAL BID FORM

Tender No-

A.(Name and Address of the Purchaser)

Dear Sir ,

To

The -----

Bharat Sanchar Nigam Limited,

-----  
-----

Subject- Limited Sealed tender for hiring of Light Commercial Vehicle( Marshal ,Jeep)

Sir ,

With reference to -----BSNL Tender Notice inviting quotations for hiring of Light Commercial Vehicle we have read the terms and conditions in the Bid document and accept the same and furnish the following documents.

1. The list of vehicles with models & registration numbers(AC and NonAC Cars separately) owned or on lease ,which are registered as commercial vehicles. The proof of ownership or lease holding should be produced as and when called for )-----Annexure
2. PAN No ( Proof to be attached)-----Annexure
3. Copy of Last Income Tax Return----- Annexure  
Income Tax Clearance Certificate(Proof to be attached)
4. Attested copy of partnership Deed or proprietorship deed  
Or Article/Memorandum of Association as the case may be----- Annexure
5. Latest Annual audited Account in Form-C6----- Annexure
6. Service tax Registration Number ----- Annexure
7. .A valid certificate issued by the competent authority of a PSU/  
Central/State Govt. organization for satisfactory performance  
of the contract on hiring vehicles for at least one year----- Annexure
8. A certificate on relative working in BSNL as per Clause 8 of Section iv of  
Bid Document----- Annexure

Your's faithfully

Telephone-----

Name  
Address

SECTION -V111  
BID SECURITY FORM

Where as -----(here after called "the Bidder" ) has submitted its bid dated -----  
-----for hiring contract of commercial vehicles TenderNo-----

----- KNOW ALL MEN by these presents that We ----- of -----  
----having our registered office at----- ( here after 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 assign 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 Sr.AO,ETR O/o the DGM,Bhubaneswar-,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

The guarantee will remain in force as specified in clause 10 of section 11 of the Bid Document up to and including thirty(30)days after the period of bid validity and may demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of witness  
Name of Witness  
Address of witness

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

SECTION-IX

PERFORMANCE SECURITY BOND FORM

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

We (name of the bank)----- do here by undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL-----stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL.-----reason of breach by the said contractor's of any of the terms and conditions contained in the said agreement or by reason of the 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. How ever ,our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----

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

We (name of the bank)-----further agree that the guarantee herein contained shall remain in full force and elect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after)so that it shall continue to be enforceable till all the dues of the BSNL ,-----  
----- under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL-----certifies that the terms& conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL----- against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance ,and or any omission on the part of the BSNL----- or any indulgence by the BSNL----- to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would ,but for this provision have effect of so relieving us.

The guarantee will be discharged due to the change in the constitution of the bank or the contractor(s) / supplier(s)

This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated-----

For-----  
(Indicating the name of the bank)

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

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

To

The DE,OFC(Mtce),  
Bharat Sanchar Nigam Limited  
Microwave Station ,Brooks Hill ,Sambalpur-1

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

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

1..		
-----	--	--

.

11.		
-----	--	--

Alternate Representative

Signature of Bidder

Or

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

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

**SECTION -XI**  
**FORMAT OF DUTY SLIP**

(Print name of the company & address)

Sl.No-----

Date-----

(to be filled by contractor)

- 1.Regn .No of the Vehicle:-----
- 2. Ac/Non AC-----Model & Year----- Petrol/Diesel/CNG
- 3.Name and Designation and address of the user-----  
-----  
-----

---

( to be filled by user)

- 4. Purpose of Journey(detailed)-----
- 5. Places visited-----
- 6. Meter Reading at Starting Point----- at closing point-----
- 7.Total KMs run-----
- 8.Times at Starting Point-----at closing point-----
- 9.Extra detention Hours (beyond duty Hrs)-----
- 10.Charges for parking/Toll Tax etc-----
- 11.Number of Night halts ( for out station journey only)-----

Driver's Name and Signature

Signature of the User

**SECTION-XII**

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

**CERTIFICATE**

I-----S/O-----  
R/O----- here by certify that none of my relative(s) as defined in section-IV,Item-(7) of tender document is /are employed in BSNL unit as per details given in tender document. In case at any stage ,it is found that the information given by me is false/ in correct ,BSNL shall have the absolute right to take any action as deemed fit / with out any prior intimation to me

Signed-----

For and on behalf of the Contractor

Name (Caps)-----

Position-----

Date-----