



BHARAT SANCHAR NIGAM LIMITED

**(A Govt. of India Enterprise)
O/O THE PRINCIPAL GENERAL MANAGER BSNL PUNE
ADMIN BLDG SHAHU COLLEGE RD PUNE-411009**



TENDER DOCUMENT 04

FOR
TENDER DOCUMENT FOR HIRING OF PLAN-2 TYPE
VEHICLES WITH VALID PERMIT FOR THE USE OF FIELD &
HQ DUTIES FOR CENTRAL AREA IN BSNL PUNE

Tender opening Date- 29/10/2014

TENDER OPENING AT OFFICE OF THE ASSISTANT GENERAL
MANAGER (Works) PUNE
TELEPHONE BHAVAN , BAJIRAO ROAD , PUNE-411002

EMD for Plan-2 type Vehicle = Rs.130500/-

Bid price Rs 1050/- (Including 5% VAT) (Non Refundable)

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Signature: Stamp:

Name of Tenderer:

SECTION-I

Bharat Sanchar Nigam Ltd. (A Govt. of India Enterprise)

NOTICE INVITING TENDER

Sealed tender are invited for the supply of Plan-2 type hiring Vehicles for Central area having registration not older than 2011 with valid permit for field & HQ duties along with the driver in Central area of Pune SSA.

The prospective bidders should have minimum 2(two) owned vehicles not older than 2011 as specified in this tender & should have continuous experience of one year or more, in the last three financial years for supply of tourist permit vehicles such as Bolero/Tavera /Tata Sumo/Xylo etc. to any PSU/Central Govt. /State government or reputed Pvt. Ltd Companies/Firms to be eligible.

The approved bidders will have to supply minimum 30% owned vehicles out of that allotted to him for Plan- 2 type vehicles.

It is proposed to distribute the work among 5(five) eligible bidders for Plan 2 (Bolero/Tavera /Tata Sumo/Xylo). However BSNL, Pune reserves the right to vary the numbers of bidders as per the number of eligible bidder.

Schedule to the invitation of Tender

1. **Tender No. : PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15**
2. **Estimated Cost – Plan 2 - Bolero/Tavera/Tata Sumo/Xylo Rs.6522996=00 (16nos.)**
3. **EMD/Bid Security Plan 2 Bolero/Tavera/TataSumo/ Xylo Rs.130500 /-**

Mentioned above sum to be paid in Demand Draft from Nationalized/ Scheduled Bank payable in favor of Accounts Officer (Cash), BSNL Pune, at Cash Counter, 3rd floor, Admin Bldg., Parvati, Pune – 9 between 11:30hrs.to 13:30hrs on all working days. The receipt obtained should be enclosed with tender. EMD may also be paid in the form of Bank Guarantee issued by a schedule /Nationalized Bank valid up to Six months from the date of opening of the tender as per format at Annex. III.

5. **Time and last date of issue of Bid Document** 17.00 Hrs. of 28 /10/2014
6. **Time and Date of Depositing tender/bid**..... 15.00 Hrs. of 29 /10/2014
7. **Time and date of Opening of Tender (Technical Bid)**..... 15.30 Hrs. of 29 / 10 /2014
8. **Minimum Validity of Tender offer**.....150 days from the date of opening of tender.
9. **Services to be provided**...Hiring of Non AC Bolero/Tavera/ Tata Sumo/Xylo to Central area of BSNL, Pune SSA.
10. **Duration of contract**.....One Year and can be extended for a further period of six months with proportionate quantity & amount on same rate, terms & conditions. However, further extension beyond 6 months, if necessary, will be on mutually agreed terms and conditions.

Signature: Stamp:
Name of Tenderer:

- 11. Bid Document.....** Intending eligible bidders may obtain Bid Document from O/o Asst. General Manager (Works), BSNL Pune, 3rd floor, Telephone Bhavan, Bajirao Road, Pune – 411 002 on payment of non refundable amount of Rs 1050/- (Rs.1000/- + Rs.50/- 5%Vat.) (Rs One thousand and fifty only) on any working day up to 17.00 hrs of /2014 . The payment will be accepted in the form of crossed **Demand Draft** drawn on any Scheduled/ Nationalized Bank in favour of Accounts Officer (Cash), BSNL, at Cash Counter, 3rd floor, Admin Bldg., Parvati, Pune – 9 between 11:30hrs. to 13:30 hrs on all working days. In case of tender document down loaded from the Internet, a D.D. in favour of AO (Cash) Pune, of amount mentioned above must be enclosed along with the technical bid.
- 12. Submission of Tender:** - Tender is to be dropped in the Tender box kept in the O/o Asst. G M (Works), BSNL Pune, 3rd floor, Telephone Bhavan, Bajirao Road, Pune-411002.
- 13. Opening of Tender:** - Tender will be opened in the O/o Asst. G M (Works), BSNL Pune, 3rd floor, Telephone Bhavan, Bajirao Road, Pune-411002, in the presence of intending tenderers or their authorized representatives on the date & time as mentioned above or on next working day in case of unforeseen closure of the BSNL offices.

The right to accept the whole or part thereof or to reject any bid/bids or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability or prejudice for the losses incurred to affected bidder or bidders due to cancellation of the tender process or rejection of bids thereof, is reserved by the Principal General Manager, BSNL Pune.

Tender document may be down loaded from the Internet www.maharashtra.bsnl.co.in

NOTE:- During the entire evaluation process if it is observed that the downloaded documents is not exactly as per the original tender document and/or it is tampered / changed/ altered/modified in any way the bid will be rejected.

**AGM (Works),
BSNL, Pune – 411002.
Tel. – 24471187**

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. **PLAN-2** on Monthly Slab Rate

Scheduled works & Slab for PLAN-2 on monthly Kms is as below:

As per the monthly requirements the vehicles will be requisitioned. The Monthly Kms hire slab of the vehicles that are required and the estimated quantity of such hiring are tentatively indicated below.

Plan-2	
Monthly KM Hire Slab	Bolero/Tavera /Tata Sumo/ Xylo Non-AC
	Nos.
1800 KM/month	Rs. 29040/-
1801 & above/month	Rs. 9.09 per KM

- a) Detention charges beyond duty (Rs. /Hr.)... Rs. 50/- per Hr. **(These charges are fixed)**
 b) Night halt charges (Rs. /Halt)..... Rs. 200/- per Halt **(These charges are fixed)**

Overtime can be given for the period the vehicle is actually driven in addition to night halt Rs. 200/-

Note: - Vehicle must have valid PUC & Insurance.

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand, vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Pune SSA. The essence the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service
 2. **Quantity of Vehicles** to be hired under Plan-2 are shown in the schedule of Requirements Appendix -I. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 7 of Section IV of tender document.
 3. **Duty Hours of vehicles** are normally for 10(ten) hours per day on all working days of the month. However actual duty hours / days shall be specified by actual users of vehicle. Only four holidays will be allowed in the period of one month as per Suitable of user.
 4. **Notice period for supply of vehicles** 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.
 5. **Reporting Place for vehicle** is within the jurisdiction of Pune SSA Actual place of reporting shall be specified by users of vehicles.
 6. **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.
 7. **Accuracy of Meters** will be checked periodically by any 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.
 8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - i. **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - ii. **Identity Cards-** Proper Identity Cards should be available with the drivers signed by contractors.
 - iii. **Documents of vehicles-** The attested copy of R/C Book, PUC and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny.
 - iv. **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc.
 - v. **Govt.Tax / Levy / Duty** other than Service Tax for plying the vehicles in BSNL will be borne by the Service Provider.
 - vi. **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - vii. **Drivers** attested copy of driving license should be along with valid permit batch submitted during the contractual period.
 - viii. **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability.
 - ix. **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
 - x. **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -VII**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
 - xi. **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by user of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery,
- Debarring Conditions:-**
- i. No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
 - ii. 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.
 - iii. 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.

Signature: Stamp:

Name of Tenderer:

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

9. BSNL will not have obligation:-

- i. No liability 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. in this regard and
- ii. the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- iii. 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.
- iv. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- v. 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.

10. Penalty for breach of terms & conditions:

- a. In case of break down, vehicles have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty of **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.750/-** per break down shall be imposed.
- b. In case of non-availability of vehicles penalty of **Rs.750/-** - Per day limited to maximum **Rs. 30000/-** per vehicle shall be imposed in addition to deduction at pro-rata basis for that period from subsequent bill/security deposit/ P B G.
- c. In case of non-availability of vehicles during extra hrs, Penalty of **Rs. 1000/-**per occasion and for temporary absence during the duty hours with out valid permission shall be **Rs. 100/-** per hour of absence.
- d. If the contractor fails to supply vehicle for continuous **5 days** to a user during the contract period, the respective quantity of vehicle will be diverted to another approved contractor. If such incidence is repeated for two users, the entire security deposit will be forfeited & entire contract will be terminated.
- e. In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicles or not providing Vehicles, competent authority shall make deduction at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BSNL, Pune.
- f. In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.
- g. The power of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 10(e) above.
- h. Normally once the vehicle & driver is supplied to the user it should not be changed.
- i. If the vehicle is changed without prior approval of the user the penalty of **Rs. 750/-** per change will be levied & if the driver is changed without prior approval of user a penalty of **Rs. 200/-** per change will be levied. However if vehicle is changed more than three times tender may be liable for termination. If it is observed that the vehicle supplied is of the registration older than 2010, the complete bill of the vehicle will be rejected and firm is liable for black listing. The bill of the same vehicle which is allotted & supplied should only be submitted for payment. If it is observed that the vehicle mention in the bill differs from the vehicle actually supplied, the bill will be rejected and liable for black listing.
- k. If the additional quantity allotted at any point during the tender period is not supplied by the contractor with in 3 days the tender is liable for termination and security deposit will be forfeited.

Signature: Stamp:

Name of Tenderer:

Clauses in Agreement done with service provider

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 registration not older than 3 years from the date of opening of the tender, 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 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.
4. Service Provider will provide vehicles to BSNL registration not older than 3 years from the date of opening of the tender and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
5. 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
6. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the authority specified in contract of Hired Vehicle tender of BSNL on monthly basis for release of payment by BSNL.
7. 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.
8. 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.
9. 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 (10) of Section III of Bid Document.
10.
 - a. In case of break down, vehicles have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty of Rs. 200/- per hr 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.750/- per break down shall be imposed.
 - b. In case of non-availability of vehicles penalty of Rs.750/ - Per day limited to maximum Rs. 30000/- per vehicle shall be imposed in addition to deduction at pro-rata basis for that period from subsequent bill/security deposit/ P B G.
 - c. In case of non-availability of vehicles during extra hrs, Penalty of Rs. 1000/-per occasion and for temporary absence during the duty hours with out valid permission shall be Rs. 100/- per hour of absence.
 - d. If the contractor fail to supply vehicle for continues 5 days to a user during the contract period, the respective quantity of vehicle will be diverted to another approved contractor. If such incidence is repeated for two users, the entire security deposit will be forfeited & entire contract will be terminated.

Signature: Stamp:

Name of Tenderer:

- e. In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicles or not providing Vehicles, competent authority shall make deduction at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BSNL, Pune.
 - f. In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.
 - g. The power of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 10(e) above.
 - h. Normally once the vehicle & driver is supplied to the user it should not be changed.
 - i. If the vehicle is changed without prior approval of the user the penalty of Rs. 750/- per day will be levied & if the driver is changed without prior approval of user a penalty of Rs. 200/- per change will be levied. However if vehicle is changed more than three times in month action for termination of vehicle tender can be initiated.
 - j. If it is observed that the vehicle supplied is of the registration not older than 3 years from the of opening of the tender the complete bill of the vehicle will be rejected, firm is liable for black listing. The bill of the same vehicle which is allotted & supplied should only be submitted for payment. If it is observed that the vehicle mention in the bill differs from the vehicle actually supplied, the bill will be rejected and liable for black listing
 - k. If the additional quantity allotted at any point during the tender is liable for termination and security deposit will be forfeited.
11. 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.
 12. The Bid Document No. BSNL **PTG/V-03/Hired Vehicle 03/ Plan 2/Central/ 2014-15** 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.
 13. 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.
 14. 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.
 15. 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.
 16. 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.
 17. 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. A certificate to this effect is annexed to this agreement as Appendix-IV.
 18. 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.
 19. Service Provider shall not engage any person below 18 years of age.
 20. 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 and these variations shall be worked out from the base rate as per formula indicated in Clause (22A) of Section-IV of Bid Document.

Signature: Stamp:

Name of Tenderer:

21. **The KMs not used during a particular month in Plan-2(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.**
22. 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 *CGMT Pune 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 * CGMT Pune 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the * CGMT Pune 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.
23. 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.
24. 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.
25. Notwithstanding anything 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.
26. 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:

**AGM (Works),
BSNL, Pune – 411002.
Tel. – 24471187**

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

The prospective service providers should have minimum two owned vehicles of concerned plan not older than 2011 as specified in this tender & should have continuous experience of one year or more, in the last three years for supply of tourist permit vehicles such as Bolero/Tavera/Tata Sumo/ Xylo etc to any PSU/Central Govt. /State government or reputed Pvt. Ltd Companies/Firms to be eligible.

- 1.1 The approved tenderers will have to supply minimum 30% owned vehicles of the allotted quantity for Plan -2, (Tata Sumo/Tavera/Bolero/Xylo). Declaration for this purpose should be given as per Annexure-IX.
- 1.2 Service provider should be able to provide minimum 30% of the allotted vehicles as per the requirement of BSNL for the type of vehicle for Plan -2 (Tata Sumo/Tavera/Bolero/Xylo).

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.

3. Bid Forms (Two Bid Format).

- 3.1 The tender should be submitted in **two covers**; **One** superscripting 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 Vehicles 04**". 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.
- 3.2 Tender will be opened in the presence of Bidders present on the due date of opening i.e. 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-II**. 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.
- 3.3 Financial Bid of the technically eligible bidders only will be opened.
- 3.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-II**.
- 3.5 Rates should be quoted at section V as per the schedule of requirement & charges given at **Appendix I** 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 will be summarily rejected.
- 3.6 The duly filled tenders must be accompanied with a EMD as detailed at clause 3 of section I on page no. 3
- 3.7 **Tender should be dropped in the tender box kept at O/o AGM [Works] 3rd Floor Telephone Bhavan Bajirao Road Pune 411002 on or before 15:00 Hrs. on date as mentioned on page No.3.**
- 3.8 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.
- 3.9 **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.**
- 3.10 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.
- 3.11 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.
- 3.12 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.

Signature: Stamp:

Name of Tenderer:

4. Bid opening

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.4) 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-V**). 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 nonresponsive will be rejected by BSNL.

6. 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 7 days 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-IV** of bid document. No extension for payment of Security Deposit will be granted. The Bid Security (EMD) may be forfeited for nonpayment of Security Deposit within the time given.

7. Right to vary quantities

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

In exceptional situation where the requirement is of an emergent nature & it is necessary to ensure continued supplies from the existing vendors, the BSNL reserves the right to place repeat order up to 50% of the quantities of services contained in the running tender.

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

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

11. Price Bid.

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, but excluding service Tax only. 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.

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

12. Bid Security/EMD

12.1 Pursuant to **clause 3.6**, the bidder must deposit Bid security/EMD as detailed at clause 3 of section I on page no. 2.

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.

12.3 The bid security of unsuccessful bidder will be discharged after finalization of tender.

13. The Bid Security 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

Signature: Stamp:

Name of Tenderer:

- i) To sign contract in accordance with clause 18
- ii) To furnish performance security in accordance with clause 17 of Section IV
- iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening state and returned to the bidder unopened.
- iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

14. Submission of Bills:

- 14.1 The bills are submitted in triplicate all copies being signed by the contractor and may be marked as original, duplicate & triplicate respectively to SDE in-charge of work within 30 days of completion of work.
In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment
BSNL will endeavor to pay the bills with in 30 working days from the date of receipt of bills in the office of Pune SSA subject to availability of funds.
- 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 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 general & Commercial Conditions U/S-III. In case of deviation a statement of deviation shall be given.

- 16. Duration / Period of Contract:** One Year and can be extended for a further period of six months with proportionate quantity & amount on same rate, terms & conditions. However, further extension beyond 6 months, if necessary, will be on mutually agreed terms and conditions.

17. Performance Security:

- 17.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value subject to maximum limit of Rs 5 lakhs within 7 days of conveying BSNL's intention for accepting the bid as Performance Security. No extent ion for payment of Security Deposit will be granted. The Bid Security (EMD) may be forfeited for nonpayment of Security Deposit within the time given.
- 17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank and the Performa provided in **Annexure-IV** 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 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 as well as daily basis. The rates should be quoted on percentage basis i.e. percentage above, below or atpar of the schedule rates as given in **Appendix-I**. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in **Scope of Work in Section-II**. The rate for extra per Hour detention and extra per km running is to be fixed.
- 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. Miscellaneous Conditions:

- 22.1 BSNL reserves right to counter offer price against price quoted by the L-1 bidder.
- 22.2 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.
- 22.3 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.
- 22.4 When No. of contractors / suppliers finalized are more than one, the tentative distribution of order shall be made according to the formula given below: -

Distribution of Quantities for ordering: -

Sl. No.	Number of Bidders on whom the order is proposed to be placed	Proposed Quantity of Distribution
1	2	L-1 would get 70% L-2 would get 30%
2	3	L-1 would get 50% Remaining quantity to other selected bidders in inverse ratio of their evaluated price.
3	4	L-1 would get 40% Remaining quantity to other selected bidders in inverse ratio of their evaluated price.
4	5 to 9	L-1 would get 30% Remaining quantity to other selected bidders in inverse ratio of their evaluated price.
5	10 & above	L-1 would get 20% Remaining quantity to other selected bidders in inverse ratio of their evaluated price.

[Vide DOT Ir. No.03-06/93-MMT Vol. Dt.14.5.96.]

22A Price revision

No escalation is admissible on any account whatsoever during the first three months of contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 5%. Such increase in the hire charges due to these variations worked out from the base rate on the following formula:

Increase or decrease in rate due to variation in Petrol/Diesel rate during the month=

Actual Kms. run by the vehicle X (Revised rate per liter- Base rate per liter.)

Average KM per liter of Diesel/Petrol consumption (KMPL)

Note: - For Plan-2 the base rate for Diesel is fixed as Rs. 62.53 per litre & average of vehicle is fixed as 10 KMs per litre.

If there is decrease in the fuel price the formula will be negative figure which means the deduction shall be done from the bill.

Signature: Stamp:

Name of Tenderer:

23. 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.

23A Redressal of complaints:-

- 1) CGMT MH Circle, O/o Chief General Manager Telecom, MH Circle, 'A' Wing, 8th Flr.,BSNL, Administrative Bldg., Juhu Road, Santacruz (W), Mumbai-411 054 Tel No. 26616222, Fax No. 26616777
- (2) SSA Head - CGMT, BSNL, Administrative Bldg., Satara Road, Pune-411009 Tel No. 020-24470101 Fax No. 020-24210708
- (3) DGM (Vig.), MH Circle, O/o Chief General Manager Telecom, 'A' Wing, 6th Flr., Vigilance Section, BSNL, Administrative Bldg., Juhu Road,Santacruz (W), Mumbai-411 054 Tel No. 26616715 Fax No. 26615774
- (4) DE (Vig.), Telephone Bhavan, Bajirao Road, BSNL, Pune-411002 Tel No. 24451044 Fax No. 24251400

24.Arbitration:

24.1 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 CGMT 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 CGMT 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 CGMT 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 Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

24.2 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.

25 Set Off (Recovery of Sum Due):

- 25.1 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.
- 25.2 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
- 25.3 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.

Signature: Stamp:

Name of Tenderer:

25.4 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.

26. In case of breach of any tender condition, delay or non-performance of work or supplies, poor quality of work or services, BSNL, Pune may take all or any of the following actions:

- i) Forfeiture of EMD,
- ii) Forfeiture of SD,
- iii) Cancellation of contract,
- iv) Barring in participation of all future tenders of BSNL, Pune for a period of 2 years or more.

**AGM (Works)
BSNL, Pune – 411 002.**

SECTION-V
PRICE BID

I/we have read the tender documents thoroughly & hereby offer the price bid as detailed below for the quantitative requirements & schedule rates as mentioned in **Appendix – I (Page No.33)** (Schedule of requirement & hire charges for Plan 2 (Central). Hire charges are inclusive of cost of diesel, oil etc & all taxes but excluding Service Tax.

PLAN-2 (Scheduled Works): Bolero/Tavera / Tata Sumo /Xylo Monthly KM Hire Slab:

	I / We hereby quote -----% (In words -----) above the schedule rates
2.	I / We hereby quote -----% (In words -----) below the schedule rates
3.	I / We hereby quote the rates “at par” (Neither below nor above) the schedule rates.

Note: - Only one column out of 1/2/3 above of Plan 2 is to be filled. In case if more than one column is filled, tender shall be cancelled.

- Tenderer should quote rates in percentage both in words & figures for Plan 2.
- No over writing is allowed. In case of correction, it should be initialed / signed by tenderer.
- In case of any doubt the figures written in words will be taken as final for consideration.
- **Annexure I** as given below should also be signed.

Declaration:

I/We declare that: -

- i) Should this tender be accepted, I/We agree to abide by & fulfill all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit/performance bank guarantee of 5% of the finalized tender value.

Date:

Signature of Supplier

Name & Designation

Stamp

Place:

Note: - Along with this price bid please sign the financial bid as per Annx-I with witness signature.

Signature: Stamp:

Name of Tenderer:

ANNEXURE-I

FINANCIAL BID

Tender No **PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15** Date

A : (Name & Address of the Service provider)
.....

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges (Appendix-I)** 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 Nationalized/Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
 4. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
 5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
 7. We understand that you are not bound to accept the lowest or any bid, you may receive.
- Dated thisDay of2014.

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

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ANNEXURE-II**SUB: HIRING OF VEHICLES FOR FIELD & HQ DUTIES OF BSNL Pune**

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.	Is your concern Recognized / Registered Yes/ No (Attach Photocopy as a proof)	<input type="checkbox"/> <input type="checkbox"/>
	Tick as applicable with attested copy of valid document. a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify)	
3a	Income Tax Permanent account Number (PAN) (attach Proof):	
3b	Service Tax registration (attach Proof) :	
3c	Registration/Allotment Number of	
	ESI (Attach proof) :With declaration as per Appendix- VII	
	EPF (Attach Proof): With declaration as per Appendix- VI	
	Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5	Detailed Statement of Registered commercial vehicles registration not older than 3 years from the date of opening of the tender. As per format at Annexure-IIA.	
6	A clause- by – clause compliance of service to be provided shall be given as per general & Commercial Conditions U/S-III. Yes/ No	<input type="checkbox"/> <input type="checkbox"/>
7	Solvency certificate of Rs.5 Lakhs issued within last six months from the bank should be attached.	
8	Annexure-VI Near Relative declaration	
9	Annexure-VIII Tender Form	
10	Annexure-IX – Declaration for supply of 30% owned vehicles of the allotted quantity.	

Note: - All the points as given above on the technical bid should complied with the attested/notarized copies of the documents. The copies should be either attested by gazzetted officer or notary. Non compliance will result in summery rejection of bid.

DATE**SEAL****SIGNATURE**

Signature: Stamp:
Name of Tenderer:

ANNEXURE-IIA
Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

PLAN – 2 Bolero/Tavera /Tata Sumo/ Xylo

Details of minimum two "OWNED" Vehicles registration not older than 2011.

Validity Details

Sr. No.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's Name	Vehicle Type Bolero/Tavera /Tata Sumo/ Xylo	Validity Details			
						Permit	Fitness / PUC	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

Note: Use additional sheets if required. or the above own vehicles the vehicle documents such as RC,TC , Permit, Insurance, PUC, Fitness etc. duly attested by notary/gazette officer only should be enclosed in the Tech. bid.

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 & if any discrepancy found my tender may be rejected & Bid Security may be forfeited. I further undertake to provide the vehicles from the above listed vehicles after award of the contract.

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

Signature: Stamp:

Name of Tenderer:

ANNEXURE-III

BID SECURITY BOND

Whereas(hereafter called “the Bidder”) has submitted its bid dated For hiring contract of commercial vehicles Tender No **PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15**

KNOW BY ALL MEAN by these Presents that We of having our registered office at (hereafter called “the Bank”) are bound Unto Pune BSNL, in the sum of **Rs /-(Rupees only) for Bolero/ Tavera/ Tata Sumo/ Xylo**, 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 Pune 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 up to six months 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 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

ANNEXURE-IV**PERFORMANCE SECURITY BOND**

1. 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 notwithstanding 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 (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 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.

Signature: Stamp:

Name of Tenderer:

ANNEXURE-V

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

To

The

Bharat Sanchar Nigam Ltd.

Subject – Authorisation for attending bid opening on _____ (date) in the

Tender of _____.

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

Order of Preference Name Specimen Signature

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

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

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

Signature: Stamp:

Name of Tenderer:

ANNEXURE – VI

Declaration

Proforma for declaration by tenderer I/we _____ S/o / W/o / D/o
 _____ r/o _____ hereby
 solemnly affirm & declare to the best of my knowledge & belief that I am not a “Member of FAMILY” of a
 “Government Servant” working in BSNL, MTNL, DOT. I also declare and undertake that, if later on, it is
 found that I am a “Member of family” of a “Government Servant”, working in BSNL, MTNL, DOT, my
 tender/contract thereof shall be terminated with immediate effect, as & when this fact comes to the knowledge
 of BSNL, Pune and the EMD Amount or the Security Deposit of my firm may be forfeited without any
 prejudice to any other remedy or remedies of the BSNL, Pune or it’s successors in the office and also accept the
 debarring of my/our firm from participating in any tenders of BSNL in future .

Signature & seal of tenderer

Name & full Address of the tenderer.

.....

Witnesses

Name & Address

Name & Address

Note:-In case of proprietorship firm 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 the 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 so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

ANNEXURE-VII

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No.....
(to be filled by contractor)

Date.....

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

(to be filled by user)

- 4. Purpose of Journey (detail)
- 5. Places visited
- 6. Meter Reading at Starting Point at closing Point
- 7. Total KMs Run
- 8. Time 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 outstation journey only)

Driver's Name & Signature

Signature of User

ANNEXURE-VIII

Bid FORM

From:

.....
.....
.....
.....
.....

To,

The Principal General Manager,
BSNL Pune,
Telephone Bhavan, Bajirao Road,
Pune – 411 002.

No: **PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15** Dated at Pune the / /2014

Sub: - Tender for Hiring Vehicles with valid permit for field & HQ duties use in BSNL Pune SSA.

With reference to your tender Notice No. Dated calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Pune, or his successors in office, the sum of money mentioned in the said conditions without prejudice. The sum of Rs. (In words rupee

) is deposited by DD. towards Earnest money and DD receipt No. Dated is enclosed. I / We also agree to pay Security Deposit as and when called for within 7 days.

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, Pune, or his successors in the office.

Yours faithfully

Place

Date

Signature
Full Address

Witness signature.
Name

Address.

Note: - Witness signature is required. Otherwise tender is liable for rejection.

ANNEXURE-IX**Declaration for own vehicles**

PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15 Dated at Pune the _____ //2014

I _____ proprietor/power of attorney holder of the firm _____ hereby declare that I will provide minimum 30% owned vehicles of the allotted tender quantity for Plan -2 (Tata Sumo/Tavera/Bolero/Xylo) & balance leased vehicles within 15 days from the date of communication.

If I fail to comply as above I will have no objection to take the following actions.

- 1) Forfeiture of EMD.**
- 2) Black listing the firm for 2 years & barring in participating BSNL Pune tender for 2 years.**

Yours faithfully

Place

Date

**Signature
Full Address**

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2014-2015 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. CGMT, at Office at Pune SSA. 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 registration not older than 2010 on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. 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.
4. Service Provider will provide vehicles to BSNL year of registration not older than 2010 and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
5. 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.
6. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the authority specified in contract of Hired Vehicle tender of BSNL on monthly basis for release of payment by BSNL.
7. 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

Signature: Stamp:

Name of Tenderer:

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.

8. 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.
9. 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 (10) of Section III of Bid Document.
10.
 - a. In case of break down, vehicles have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty of Rs. 200/- per hr 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.750/- per break down shall be imposed.
 - b. In case of non-availability of vehicles penalty of Rs.750/ - Per day limited to maximum Rs. 30000/- per vehicle shall be imposed in addition to deduction at pro-rata basis for that period from subsequent bill/security deposit/ P B G.
 - c. In case of non-availability of vehicles during extra hrs. Penalty of Rs. 1000/-per occasion and for temporary absence during the duty hours with out valid permission shall be Rs. 100/- per hour of absence.
 - d. If the contractor fail to supply vehicle for continuous 5 days to a user during the contract period, the respective quantity of vehicle will be diverted to another approved contractor. If such incidence is repeated for two users, the entire security deposit will be forfeited & entire contract will be terminated.
 - e. In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Vehicle from the market in the event of Contractor failing to provide requisitioned vehicles or not providing Vehicles, competent authority shall make deduction at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BSNL, Pune.
 - f. In addition, penalties mentioned in the specific conditions of the contract are also applicable on case to case basis.
 - g. The power of the competent authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 10(e) above.
 - h. Normally once the vehicle & driver is supplied to the user it should not be changed.
 - i. If the vehicle is changed without prior approval of the user the penalty of Rs. 750/- per change will be levied & if the driver is changed without prior approval of user a penalty of Rs. 200/- per change will be levied. However if vehicle is changed more than twice in month action for termination of vehicle tender can be initiated.
 - j. If it is observed that the vehicle supplied is of the registration older than three years from the date of opening of the tender the complete bill of the vehicle will be rejected, firm is liable for black listing. The bill of the same vehicle which is allotted & supplied should only be submitted for payment. If it is observed that the vehicle mention in the bill differs from the vehicle actually supplied, the bill will be rejected and liable for black listing.
 - k. If the additional quantity allotted at any point during the tender period is not supplied by the contractor within 3 days the tender is liable for termination and security deposit will be forfeited.
11. 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.
12. The Bid Document No. **BSNL PTG/V-03/Hired Vehicle 04/ Plan 2/Central/ 2014-15** 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.
13. 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.
14. 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.

Signature: Stamp:

Name of Tenderer:

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.

15. 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.
16. 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.
17. 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.
18. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow mis- behavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
19. Service Provider shall not engage any person below 18 years of age.
20. 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.
21. The KMs not used during a particular month in Plan-2 (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.
22. 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 *CGMT Pune of Bhaf 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 * CGMT Pune 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the * CGMT Pune 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.
23. 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.
24. 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.
25. 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.

Signature: Stamp:

Name of Tenderer:

26. 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 CGMT

Bharat Sanchar Nigam Limited. Pune.

Address: _____

Tel : _____ Fax: _____ E-mail : _____

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

Signed _____ Signed _____

For and on behalf of the BSNL 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
SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

PLAN-2 (Scheduled Works): Monthly KM Hire Slab:

Plan-2		
Slab No	Monthly KM Hire slab	Bolero/Tavera/Tata Sumo/Xylo Nos.
1	1800 KM/month	Rs. 29040/-
2	1801 & above/month	Rs. 9.09 per KM

The above rates inclusive of cost of diesel, oil etc. & any other taxes leviable along with the driver

Approx. Schedule of Requirement: -**1) Vehicle details are as follows: -**

- i) Tata Sumo /Tavera/Bolero /Xylo registration not older than 2011 **16 Nos.**

Total Nos. – 17 Nos.

- 2) i) Detention charges beyond duty (Rs. /Hr.) .. Rs. 50/- (These charges are fixed)
ii) Night halt charges (Rs. /Halt... Rs.200/- (These charges are fixed)
Overtime can be given for the period the vehicle is actually driven in addition to night halt Rs. 200/-.

- NOTE: -**
- a) The L-1 rates will be evaluated for Plan-2 (Central).
 - b) 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 as given in clause no. 22.4 (page no. 14). However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
 - c) The vehicles are supposed to be distributed amongst 5 eligible bidders for Plan 2 Rural & CWD area. However the competent authority reserves the rights of distribution of vehicles amongst the eligible bidders.

Appendix- II B.S.N.L.

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

The List of authorities

(Approved by Head of Circle/District/SSA)

Period of contract: - From _____ **To** _____

Name of SSA _____ **Name of Circle** _____

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

Signed _____
(On behalf of BSNL, Pune)

Name (caps) _____
Position _____
Date _____

Signature: Stamp:
Name of Tenderer:

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 SSA _____
Designation of authority hiring _____
Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____
Fuel used _____ Horse Power (cc) _____ Euro I / II _____
Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____
Monthly hire charge Rs. _____
Contracted monthly mileage _____ Kms

Signed _____
(On behalf of BSNL)

Name (caps) _____

Position _____

Date _____

Signature: Stamp:

Name of Tenderer:

Appendix-IV

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

CERTIFICATE

I _____, S/O _____,
R/O _____ hereby certify that none of my relative(s) as defined in Section-IV, item(7) of 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

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)-----
 -----S/O -----residing at-----
 -on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----and duly authorised to sign, file and verify present undertaking by the said ----- (Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at -----
 ----- hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns. Whereas M/S BSNL invited bids for ----- I/We participated in the bidding process and emerged as successful bidder with respect to Tender No. -----
 - I/ We ----- acknowledge that I/We -----
 -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

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

(ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to: _ any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the 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.

Date:

Place:

(Signature :-----)

Name: -----

Designation: -----

WITNESS: 1.

2.

Appendix-VI

Proforma for declaration by tenderer for compliance of the conditions of EPF Act, 1952

I.....

.....

S/o

.....

Residence **at**

..... hereby declare that I/We will fulfill / compliance all the terms and conditions of the provisions of EPF and Misc. Provisions Act, 1952 & Employees' Provident fund Scheme 1952 in respect of labours / employees engaged by me/us for performing the works of BSNL.

OR

I _____ hereby declare that my firm _____ is having _____ number of employees, hence EPF registration is not applicable to my firm.

Signature & seal of tenderer

Name & full Address of the tenderer.

.....
.....
.....
.....
.....
.....

Witnesses

1. Signature: _____

Name : _____

Address : _____

2. Signature: _____

Name : _____

Address : _____

Appendix-VII

Proforma for declaration by tenderer for compliance of the conditions of ESI / Insurance for Labours engaged by the firm for carrying out the works in Pune SSA.

I.....

S/o

Residence

at

..... hereby declare that I/We will fulfill / compliance all the terms and conditions of the provisions of ESI/ Insurance in respect of labours / employees engaged by me/us for performing the works of BSNL.

OR

I _____ hereby declare that my firm _____ is having _____ number of employees, hence ESI registration is not applicable to my firm.

Signature & seal of tenderer
Name & full Address of the tenderer.
.....
.....
.....
.....
.....
.....

Witnesses

1. Signature: _____

Name : _____

Address : _____

2. Signature: _____

Name : _____

Address : _____