



**NOTICE INVITING TENDER**

Wax/tape sealed Tenders are invited from the General Manager Telecom, Chikmagalur up to 1200hrs on or before **10 / 09 /2007** for hiring light commercial vehicles. The vehicles are normally required to serve in the Chikmagalur District and in emergency they are required to extend service outside the jurisdiction of Chikmagalur District on “specific” orders of GMT, Chikmagalur. The vehicles are required to be stationed at Chikmagalur, Mudigere, Kadur, Sringeri, Balehonnur, Tarikere, Koppa, N.R Pura or at any other places as decided by the General Manager Telecom, Chikmagalur. For further details SDE (HRD), O/o The GMT, Chikmagalur may be contacted on working days.

Tele phone Number : 08262 – 232900 / 9449853565

Tender documents can be had from this office on payment of Rs. 575/- through DD drawn in favor of AO(Cash) BSNL, Chikmagalur. For obtaining the tender document the Bidders / Tenderers should submit Written request along with the attested copies of credentials (Own or in firms Name) as listed below. 1) Service Tax registration certificate,. 2 ) Pan Number details 3) ownership of vehicles 4 ) Registration certificate in firms name / Registered Partnership deed if any 5 ) Minimum two year’s Experience certificate in supplying commercial vehicles to Central / State Govt Organization . Intending eligible Bidders may obtain Bid document from the office of the DE (Admn) O/o General Manager Telecom Chikmagalur.

**General Manager Telecom**  
**Chikmagalur**

Endorsement NO.:G-10/Lmv Tender/BSNL/07-08/1 dated at Chikmagalur the 25/08 /2007

Copy to 1) PRO, O/o The GMT, Chikmagalur - He is requested to arrange for publication of above matter in regional daily news papers at DAVP rates to appear on 28 /08 /2007.  
SDE ( Comp ) , for publishing in internet.

**Divisional Engineer(Admn)**  
**O/o G M Telecom**  
**Chikmagalur –577 101**

**BHARATH SANCHAR NIGAM LIMITED**

OFFICE OF THE GENERAL MANAGER TELECOM, CHIKMAGALUR-577101

(A Govt. of India Enterprise)

**NOTICE INVITING TENDER**

Wax/tape sealed Tenders are invited up to 1500hrs on or before 10/09/2007 for hiring light commercial vehicles such as Non – AC, Jeeps / Tata Sumo / Bolero / Maruthi Van , Indica Car of model not older than year 2003 from the light commercial vehicles owners having vehicles as mentioned below and having experience in supplying commercial vehicles / cars for the last Two years to any Central / State Govt. organization or a public Sector Undertaking.

**Schedules to the invitation of Tender:**

- |   |    |  |
|---|----|--|
| 1. Tender form No.  | :: | G-10/LMV tender/BSNL/07-08/1 dtd 25/08/07  |
| 2. Time and last date of issue of BID document                      | :: | 12hrs. of 10 /09 /07   |
| 3. Time and date of depositing tender /bid ;                        |    | 1500 hrs. of 10 / 09/07  |
| 4. Time & date of opening tender / bid                              |    | 1530 hrs of 10 /09 /07   |
| 5. Minimum Validity of tender offer ;;                              |    | 60 days from the date of opening   |
| 6. Service to be provided   | :: | Hiring of Light Commercial vehicles minimum 12 numbers or more models not older than year 2003   |
| 7. Service Tax Registration / I T PAN No. etc                       |    | Compulsory   |
| 8. Display Yellow Board   | :: | Compulsory   |
| 9. Places where vehicles Provisionally required (Subject to change) | :: | Jeep / TATA Sumo, Bolero Chikmagalur ,-3 , Mudigere-1 ,Kadur- 1 Balehonur- 1 Tarikere-1, Koppa-1, Sringeri-1, N R Pura 1. Chikmagalur, Marathi Van-1 and Indica Car -1 |
| 11. Duration of Contract  | :: | One year from the date of Award of contract  |
| 12. Payment of service tax  | :: | For each quarter ending 'Service Tax' is to be Remitted before 15 <sup>th</sup> of the following month and proof of payment to be produced.                            |

Intending eligible bidders may obtain Bid Document from the SDE (HRD), O/o GMT, Chikmagalur on payment of Rs. 575/- (Rs Five hundred & seventy five only –non refundable) on all working days up to 1200 hrs of 10 /09 /07 after furnishing experience certificate & proof of owning the vehicles in their own name / Firms name. Service Tax registration certificate, Pan No. etc duly attested compulsorily. Bidders shall have to deposit Earnest Money Deposit of Rs. 60,000.00(Rupees Sixty thousand only ) for supply of maximum of 15 vehicles to Chikmagalur & entire SSA. The Bid document should include sheets as in sections I to IX and must be signed by the bidder in all the pages with all relevant documents duly signed in all the pages. The bid document should be accompanied by EMD drawn in favour of AO(Cash) BSNL, Chikmagalur in the form of Demand Draft payable at Chikmagalur only. The envelope containing the bid document should be wax/tape sealed. Such sealed envelope duly super scribed boldly "TENDER FOR SUPPLY OF VEHICLES TO CHIKMAGLUR SSA" must be addressed and sent to Sri Anand Dev Prasad, Divisional Engineer (Admn), O/o GMT, Chikmagalur so as to reach him on or before the date and time. Contractors/bidders who own at least 2 (two)vehicles Yellow Board not below 2003 Model in his name and having the proof of experience as stated above along with PAN details / service TAX Regn. are eligible to get the bid documents.

Sd-

General Manager Telecom,  
Chikmagalur.

## SERVICES TO BE PROVIDED

1. Services to be provided –are given in Section VI

**2. Eligible Bidders:-**

- a. The bidders should shown ownership at least 2 (two) light commercial vehicles in their name or firm's name and able to get sufficient vehicles on lease for bidding to all places in Chikmagalur TD including Chikmagalur of model not older than year 2003 Vehicles are eligible to get the bid document.
- b. The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2003.
- c. The bidder who is bidding for supply of vehicles to Chikmagalur & entire SSA shall have experience of minimum period of 2 years for similar type of contract of supplying not less than 3 vehicles to Govt. organization or any public Sector Undertaking or any large firm. However discretion of GMT Chikmagalur is final in the issue of bid document.

**3. Cost of Bidding :**

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

**4. Bid Document : -**

4.1 Bid Documents includes

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General condition(commercial ) of the contract
- d. Special conditions of contract if any
- e. Schedule of requirement and Hire Charges
- f. Services to be provided
- g. Bid form and price schedule
- h. Bid security form
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening
- k. Copies of the proof of ownership / lease holding of commercial Vehicles.

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

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

5. Document's required to be submitted for establishing Bidders Eligibility and Qualification.

- a. The bidder shall furnish the particulars of past performance with supporting documents
- b. Partnership Deed or proprietorship deed or article / Memorandum of Association as the case may be , latest Annual Account in form /C6 .
- c. Latest Income Tax clearance certificates. (ITCC)
- d. Copy of the Permit issued by the RTO.
- e. Proof of ownership holding of vehicle
- f. Proof of Regn . with Central Excise Department towards service Tax.

**6. Amendment to bid document :-**

- a. 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.
- b. The amendments shall be notified in writing to all prospective bidder and these amendments will be binding on them.

**7. Documents comprising the bid : -**

The bid prepared by the bidder duly signed in all the pages shall comprise the following components.

- a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Bid security furnished in accordance with clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid form and price schedule completed in accordance with clause 8&9.

**8. Bid form :-**

The bidder shall complete the Bid form and the appropriate price schedule furnished in the bid document covering the services to be rendered quality and price schedule as per section –V

**9. Bid Price :-**

- a. The supplier shall quote as per price schedule given in section –V for all types of vehicles given in the schedule. They are required to quote to all the invariably separately without leaving any form with –out quoted.
- b. 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 summarily.
- c. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specially indicted in the price schedule.
- d. The rates quoted shall be inclusive of service tax.

**10. Clause by clause compliance: -**

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

## **11. Bid Security :-**

11.1 Pursuant to clause 6. the bidder must deposit Rs. 60,000/- (Rs. Sixty thousand only ) for Chikmagalur SSA Bid Security. The Bid Security shall be in the form of Demand Draft drawn in favour of Accounts officer BSNL Chikmagalur TD valid for 60 days from the date of tender opening.

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

11.3 The Bid Security may be forfeited:

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

## **12. Format & signing of bid :-**

The bidder shall prepare one complete set of original bid and one copy of the same clearly making “Original “ and “copy” . In the event of any discrepancy, the original shall govern.

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

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

## **13. Submission of Bid :-**

- a. The bids should be submitted duly wax/tape and addressed to the Divisional Engineer (Admn), O/o GMTD, Chikmagalur by name and delivered in person on or before 15-00 hrs of due date.
- b. Any bid received after the dead line of submission of bids shall be rejected and returned to the bidder.

## **14. Bid opening :-**

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

**15. Evaluation :-**

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

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

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

**16. Award of Contract :-**

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

**17. Right to vary quantities: -**

BSNL reserves the right at the time of award of contract to increase or decrease up to 20% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms & conditions.

**18. Signing of Contract :-**

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

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

**19. Annulment of Award :-**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids. BSNL reserve the rights to cancel / reject the entire tender with out assigning any reason and to invite fresh tender.

**20. Period of validity of bids: -**

- a. The bid shall remain valid for 60 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non – responsive.
- b. A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OR CONTRACT

**1. Application :-**

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

**2. Performance Security: -**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the Previous Annual tendered value subject to maximum limit of Rs. 5 Lakhs within 2 weeks of conveying BSNL's intension for accepting the bid as Performance Security.

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

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

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

**3. Execution time limit**

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

**4. Payment Terms. :-**

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user and controlling officer.

**5. Termination of Contract.:**

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

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

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

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

**6. Termination for Insolvency :**

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

**7. Force Majeure :**

7.1 If at 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 (Herein after 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 not shall either party have any claim for damages against the other in respect of such non-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 the conclusive , provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of and such event for a period of exceeding 60 days either party in a at his option terminate the contract.

**8. Arbitration.**

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

8.2 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 there of the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be office of the GMTD,BSNL at Chikmagalur or such other place as the arbitrator may decide.

**9. Set Off**

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

10. Any unutilized “ KM’s “in a month will be carried over to next month for deduction.

## SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instructions to the Bidders as contained in section II and general (commercial ) conditions of the contract as contained in section III wherever there is a conflict the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidders including EMD /performance guarantee / SD as the case may be for a suitable period in case he fails to honor his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicles Act 1968 and IPC causing death or permanent liability developed due to the vehicle supplied by the contractor , the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provision of various Labour laws/EPF registration / and other regulation is the sole responsibility of contractor and any breach of such laws or regulations shall be deemed to be breach of this contract and performance guarantee is liable to be confiscated to the company.
7. Non sub-contracting is permissible by BSNL . The near relatives of all BSNL employees { Non – executive employee working in Chikmagalur Telecom District and executive employees (also called Group A & Group B officers working in Chikmagalur Telecom District ) either directly recruited or on deputation are prohibited from participation in this tender . The near relatives for this purpose are defined as :
  - a. Members of a Hindu Undivided Family
  - b. They are husband and wife
  - c. The one is related to the other in the manner as father , mother son (s), son's wife(daughter-in –law),Daughter (s)&daughter 's husband (son-in-law ) , brothers (s) & brother's wife , sister (s) & sister's husband (brother –in –law)
8. The tenderer (S) should give a certificate to the effect that none of his / her such relative is working in the units of BSNL has defined above. In case of proprietorship firm the certificate will be given by the proprietor for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the company. Any breach of these condition by the company are firm or any other persons, the tender / work will be cancelled and earnest money / security deposit /performance guarantee will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

9. The contractor shall assign the job of driving of hired vehicles only to qualified experience licensed drivers and also assume full responsibility for the safety and security of the officers / officials as essential store items while running the vehicles by ensuring safe driving. BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor. The I/D Cards duly affixing photos of the driver should be available with him during duty
10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 20% of original schedule or requirement in the NIT.
11. In no case a vehicle, which is not registered for the commercial purpose, shall be supplied to BSNL and taxes and other obligations due on such vehicles shall be liability of the contractor.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor. BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. The bidder with the lowest evaluated price will be considered for up to 60% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However BSNL reserves the right for placement of full tendered quantity on the lowest bidder.
15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
16. The contractor shall have registered with the EPF authorities and have relevant Labour act compliance, EPF and insurance to be paid as per relevant rules.
17. The contractor shall have registered with the Central Excise authorities for payment of Service Tax. Proof regarding payment of service Tax and EPF contribution is to be furnished along with the periodical bills submitted for payment. GM shall decide periodicity for supply of such proof to this office.
18. the KM's run from garage to work place and versa is not payable. the KM reading shown at the time of reporting for duty and leaving duty as certified by the controlling officers shall be admitted for payment.
19. The log sheet should conform to the departmental norms.
20. The contractor should ensure that at the end of the duty, the daily slips /trip sheet are completed and signed by users. The daily duty slip / trip sheets in duplicate

**SECTION -V**

(i)

**SCHEDULE OF REQUIREMENTS AND HIRE CHARGES**

NAME OF THE PLACE

:Chikmagalur & other  
notified places within ,  
Chikmagalur SSAMINIMUM NO. OF COMMERCIAL VEHICLES  
TO BE OWNED /HELD ON LEASE.

:12 No.s or more

Sl. NO.	Type of vehicle / Model	Job description (Monthly charges)Subject to variation in monthly KM'S	Hire charges per vehicles (Rs.)(exclusive Of Tax )	Composite price (inclusive of all taxes) Split of Taxes to be given
1	JEEP(Diesel ) Non -AC TATA SUMO Non AC(Diesel)	i).for 1000Km/month... (ii). Extra Km per KM .... iii) for 1500Km/month... iv) Extra Km per KM ....		
2	INDICA Non A/C (Diesel ) Chikmagalur H/Q	i).for 1000Km/month... (ii). Extra Km per KM .... iii) for 1500Km/month... iv) Extra Km per KM ....		
3	Maruthi Omni Non A/C Chikmagalur H/Q	i).for 1000Km/month... (ii). Extra Km per KM .... iii) for 1500Km/month... iv) Extra Km per KM ....		

i) Extra Hrs. detention per hour's Rs 25 / - Fixed ii) Outstation night halt charges  
Fixed for. Rs125 /-

**Note : Rate quoted is exclusive of service tax and it must be quoted separately at the prevailing rate.**

**Name and signature of Bidder**

SECTION –VI

SERVICE TO BE PROVIDED

1. Service : Provision of commercial vehicles having yellow boards with licensed drivers on hiring basis for running in Chikmagalur SSA / elsewhere.
2. Period of Contract : Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period not exceeding 180 days under extreme conditions with the existing terms & conditions.
3. Quantity : Estimated number of vehicles to be hired is 12 however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time up to maximum of 15 vehicles.
4. Duty Hours : Ten hours per day on all days of month except Sundays and national holidays. However actual duty hours shall be specified by actual users of vehicles and shall normally be 0900 hrs to 1900 hrs. Period beyond that duty period Extra per hour is allowed. Extra Hour less than 30 mts duration shall not be counted for calculation. No OTA is allowed during out side halt Maximum OTA per day is generally 3 hours and restricted per month 30 hours
5. Notice Period :
  - i) For regular requirements one day in advance
  - ii) Telephonic intimation to the driver / owner shall be considered as notice.
6. Reporting place :
  - a) Any place within the jurisdiction of Chikmagalur Telecom District. Actual place of reporting shall be specified by the controlling officer from time to time.
  - b) Parking of vehicle after office hours must be intimated to GM whenever required.
7. Counting of : From office to office and office to place of duty and vice-versa.
8. Accuracy of meters : The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
9. Penalties
  - a. In case of break down, vehicles have to be replaced by other immediately not later than one hour . In case of non-availability of suitable vehicles in such a case penalty up to Rs. 100.00 per additional hour subject to maximum of Rs.500.00 per day 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 R.500.00 per break down shall be imposed. The penalty is

- b. In case of non-availability of vehicles penalty of Rs.500.00 per day shall be imposed in addition to deduction at pro-rata basis for that day.
- c. In case of non - availability of vehicles during extra hrs. penalty of Rs. 250.00 per occasion shall be imposed.

10. Special Conditions

- 1. Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- 2. No vehicles should be supplied having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while Submitting claim.
- 3. Payment of vehicle tax /entry tax for paying the vehicles in Karnataka State will be the liability of contractor.
- 4. No parking and Toll charges& entry taxes shall be paid by BSNL.the transporter shall be liable to make all such payments.
- 5. Yellow Board with dark Black letters “ON BSNL DUTY” or any suitable sentence must be displayed prominently while running for BSNL.
- 6. Vehicles once approved by GM should never be changed without the consent of GM.
- 7. Vehicles normally should not run privately after office hours without the consent of the officer to whom the vehicle was allotted. However decision of the GM is final in case of difference of opinion with the controlling officer.
- 8. The contractor is responsible for timely payment of wages to the driver. He is also responsible for provision of proper medical health scheme to the hired drivers and staff engaged.

11. 12 nos. of vehicles  
are required for  
the use in -

- Tarikere.- (1) Jeep/Tata Sumo / Bolero
- Kadur .- (1) Jeep/Tata Sumo / Bolero
- Mudigere. - (1) Jeep/Tata Sumo / Bolero
- Balehonnur .- (1) Jeep/Tata Sumo / Bolero
- Koppa (1) Jeep/Tata Sumo / Bolero
- Sringere .- (1) Jeep/Tata Sumo / Bolero
- Chikmagalur . (3) Jeep/Tata Sumo, / Bolero  
Maruthi Van -(1) Indica -(1)
- N.R. Pura – (1) Jeep/Tata Sumo / Bolero

SECTION –VII

**BID FORM**

Tender No. G-10/LMV tender/BSNL/07-08/1

dtd 25/08/2007

A: (Name & Address of the Purchaser)  
The General manager Telecom, BSNL  
Belt Road ,Chikmagalur – 577 101

Dear Sir,

- 2 Having read the conditions of contract and services to be provided Nos. ....  
The receipt of which is hereby duly acknowledged, I / we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attach herewith and made part of this Bid.
- 3 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.
- 4 If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
- 5 We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 6 Until san 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.
- 7 Bid submitted by us is properly wax sealed and prepared so as to prevent any subsequent replacement.
- 8 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated This

..... Day of .....2007

Signature of

In capacity of

Duly authorization to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

SECTION – VIII  
BID SECURITY FORM

Whereas ..... (hereinafter called “ the Bidder”) has submitted its bid dated .....for hiring contract of commercial vehicles Tender No.G-10/LMV Tender /BSNL /07-08/1 dated 25-8-2007  
..... KNOW ALL MEN by these presents that we ..... Of ..... having our registered office at ..... (hereinafter called “the bank”) are bound up to ..... BSNL , in the sum of Rs. .... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are :

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form :or
2. If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid validity .
  - a) Fails or refuses to execute the Contract, if required or
  - b) Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 10 of section II of the Bid document up to and including thirty (30) days after the period of bid validity or 18 months which ever is later and any demand in respect thereof should reach the Bank not later than the specified date / dates.

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

Signature of Witness  
Name of Witness  
Address of Witness

**PERFORMANCE SECURITY BOND FORM**

In consideration of Bharath Sanchar Nigam Limited , New Delhi (hereinafter called the BSNL, New Delhi) having agreed to exempt ..... (hereinafter called the said contractor(s) from the demand of security deposit/earner money of Rs..... On production of Bank Guarantee for Rs.....For the due fulfillment by the said contractors of the terms & conditions to be contained in a Agreement in connection with the contract for supply of ..... we, (name of the bank) .....(hereinafter referred to as “the Bank”) at the request of .....Contractors do hereby undertake to pay to the BSNL, Chikmagalur an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, Chikmagalur by reason of any breach by the said contractor’s of any of the terms and conditions contained in the said agreement.

2. We (name of the bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, Chikmagalur stating that the amount claimed is due by way of loss or damages caused to or would be caused to on suffered by the BSNL, Chikmagalur reason of breach by the said contractors of any of the terms and conditions contained in the said agreement or by the reason of the contractor’s failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, Chikmagalur . 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, Chikmagalur. Any money so demanded notwithstanding any disputes raised by the contractor(s) /Supplier(s) in any suit or proceeding pending before any court or tribunal relating to their liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(S) shall have no claim against us for making such payment.

4. We (name of the bank)..... further agree that the guarantee herein contained shall any 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 , Chikmagalur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged and till BSNL , Chikmagalur certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL , Chikmagalur That the BSNL , Chikmagalur shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time

to time or to postpone for any time to time any of the powers exercisable by the BSNL , Chikmagalur against the said contractor(s) and to forbear or enforce any of the terms

& conditions relating to the said extension being granted to the said contractor(s) or for by forbearance , and or any omission on the part of the BSNL , Chikmagalur Or any indulgence by the BSNL , Chikmagalur to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / Supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not 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.

**SECITON – X**

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

( To reach before the date of bid opening)

To,  
The General Manager Telecom,  
Bharath Sanchar Nigam Limited,

Sub: Authorization for attending bid opening on  
..... (date) in the Tender of Hiring light  
commercial vehicles such as non AC Jeeps and TATA Sumo / Spacio.  
Indica Car Maruthi Van

\*\*\*\*\*

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

Order of Preference	Name	Specimen Signature
1		
2		
Alternative Representative		

Signature of bidder  
Or  
Officer authorized to sign the bid  
Document 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.

**Annexure - 1**

**Format for monthly Trip Sheet to be entered by the user.**

Vehicle No. .... Month..... Year.....

Daily Driver Duty time From 0900 Hours To 1900 Hrs. ( 10 hours with break )

Sl No	Date & Day	No of trip Per day	Trip no (a) (b) (c)	Starting location & time of trip	Ending location & time of trip	Starting Km of trip	Ending Km of trip	Trip Km run	O T for the day	Purpose of usage	User design And sign.

**Signature of the Controlling Officer with seal**

**Signature of the Contractor with seal**