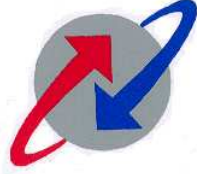


Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)



BID DOCUMENT

**TENDER DOCUMENT FOR HIRING OF VEHICLES
FOR
FIELD & HQs DUTIES
OF
SUB DIVISIONAL ENGINEER (E)
BSNL, ELECTRICAL SUB DIVISION SAWAIMADHOPUR**

TO BE SUBMITTED BY: - 16.01.2013 upto 11:00 Hrs

Price Rs.500



BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/O EXECUTIVE ENGINEER(E)

BSNL ELECTRICAL DIVISION, KOTA

Tel : (0744) 2488070

Fax : (0744) 2488071

BID DOCUMENT

Name of work – Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Division Sawaimadhopur.

NIT No. : - 61/EE(E)/BSNL/ED/KOTA/12-13

Dated: - 02.01.2013

Name of the Agency: - _____

Signature of officer issuing the documents:- _____

Designation: _____

Date of Issue:- _____

Estimated cost: - 2,04,000.00

Tender cost: - Rs. 500.00

Bid security: - 4080.00

Bid security plus Tender cost for Tender downloaded from Internet:-4580.00

(Note: Both Tender cost and Bid security should be deposited separately).

This NIT contains 31 pages marked as page 1 to 31.

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BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/O EXECUTIVE ENGINEER(E)

BSNL ELECTRICAL DIVISION, KOTA

Tel : (0744) 2488070

Fax : (0744) 2488071

NOTICE INVITING TENDER

Sealed Tenders are invited upto 11:00 hrs. on dated 16.01.2013 for hiring of vehicle which are not older than Jan. 2010 model from the prospective contractors holding a valid certificate issued by the competent authority of a PSU/Central/State Govt. organization for satisfactory performance of similar contract on hiring vehicles for at least one year before the date of NIT and having not less than One vehicles.

OR

Individuals having One commercial vehicle (Tata Indica or Equivalent Non AC Diesel) and PAN No. of Income Tax Department are also permitted to quote.

1	NIT No. :	61/EE(E)/BSNL/ED/KOTA/12-13
2	Name of work	Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Division Sawaimadhapur.
3A	Estimated cost:	2,04,000.00
3B	Bid Security/EMD	4080.00
4	Last date of receipt of application for Bid Document	14.01.2013 up to 16:00 Hrs.
5	Last date of issue of Bid Document :	15.01.2013 up to 17.00 Hrs
6	Date of receipt of Bid Document :	16.01.2013 up to 11.00 AM
7	Date of Opening of Bid Document	16.01.2013 at 11.30 AM
8	Minimum Validity of Tender offer	90 days from the date of opening.
9	Services to be provided	Hiring of Non –AC light Commercial vehicle (Tata Indica or Equivalent Non AC) (One numbers & model not older than Jan 2010 Model)

10. Duration of contract: - One year from the date of Award of contract with an option of extension for a further period of One year on the same rate, terms and conditions.

11.1 Intending eligible bidders as per conditions as mentioned in clause 2 & 5 of Section-II may obtain Bid Document from office of the **Executive Engineer (E), BSNL, Electrical Division, Kota** on payments of **Rs. 500/-** (Rs. Five Hundred Only) (non refundable) on all working days except on Sunday and public holidays upto 16:00 Hrs. of **14.01.2013**.

Contractor

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Hiring of Vehicle O/o SDE(E) SAWAIMADHOPUR

11.2 Alternatively, the tender documents consisting of above can be downloaded from our website www.rajasthan.bsnl.co.in & www.tender.gov.in and the downloaded documents can be used for quoting the tender and these tenders shall only be opened subject to fulfillment of following conditions. The credentials for meeting the eligibility conditions as per clause 2 & 5 of Section-II shall be submitted along with the cost of the tender document (in the shape of the demand draft) and earnest money in **first envelope**. The credential shall be self attested and certified by any BSNL executive. If not certified by BSNL executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelop and if found eligible **second envelop** containing the bid documents shall be opened. The tenderer shall submit the downloaded original computer printout of the document from website. **The photocopy shall not be accepted.** If during the process of tender finalization, it is detected the tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents downloaded from the website, the offer shall be summarily rejected and the EMD deposited by tenderer shall be forfeited any addition to any other action as per prevalent rules.

The downloaded tender shall be submitted in following manner.

A separate sealed envelop, marked as '**documents required for tenders downloaded from the website along with EMD**' containing following: shall be submitted along with the other sealed envelop marked as **cover 2nd for tender**.

- a. Demand Draft for tender cost for the amount as mentioned above in favour of '**The Accounts Officer, O/o CE(E), BSNL, Jaipur**'.
- b. An undertaking by the tenderer, as per Performa annexed, that in case of any ambiguity/discrepancy between the downloaded tender document and hard copy available in this office, the hard copy available in this office (in form of approved draft NIT) shall prevail.
- c. Self attested and certified copies of all the documents required as per eligibility condition in manner as clause 2 & 5 of section II.
- d. EMD in shape as required in S.N. 12.0 below.

11.3 Near relative certificate as required in clause 8 of Section- IV.

12. Tenderer shall submit the tenders in 2 sealed covers marked as cover 1st and 2nd. Both cover should be separate and they should not be enclosed in a common 3rd cover. The first cover should contain the earnest money deposit in the shape of Demand Draft / Bank Guarantee / Pay Order of a Schedule Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India drawn in favor of **The Accounts Officer, O/o CE(E), BSNL, Jaipur** and the second cover should contain the tender documents. In case 1st cover is not annexed or Earnest Money is not in proper form, the 2nd cover containing tenders will not be opened at all. In case holiday is declared on the opening day, the tenders will be opened on the next working day.

13. The tender documents shall not be sent through the courier / Post. The tender documents received through courier / Post shall not be opened / considered at all. The conditional tenders or tenders with conditional rebate shall be summarily rejected.

Executive Engineer (E)
BSNL, Electrical Division
Kota
(For & On Behalf of BSNL)

SECTION – II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

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

2. **Eligible Bidders / Eligibility Condition**

- a. The bidder holding a valid certificate issued by the competent authority of a PSU/Central/State Govt. organization for satisfactory performance of the contract on hiring vehicles for at least one year.
- b. The bidder should own or on lease sufficient number of vehicles, not less than **one** (i.e. minimum 16.67% of the total quantity estimated for hiring) of model not older than **Jan 2010 Model** from the date of issue of NIT which are registered as commercial vehicles in their names or Firm's name. The proof of ownership or lease holding should be produced as and when called for.
- c. The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than **Jan. 2010 model**.
- d. The bidder shall have experience of minimum period of one year for similar type of contract of supplying commercial vehicles to any Govt. organization or any Public Sector Undertaking.

3. **Cost of Bidding**

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

4. **Bid Document**

4.1 **Bid document includes**

- a. Notice inviting Tender
- b. Instructions to bidders
- c. General (Commercial) condition of the contract
- d. Special conditions of contract
- e. Schedule of requirement and Hire Charges
- f. Services to provide
- g. Bid form and price schedule.
- h. Bid security form / E.M.D.
- i. Performance Security Bond Form
- j. Letter of authorization to attend bid opening
- k. Near relative certificate as per prescribed Performa to be enclosed

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 7 days prior to the date of opening of tender.

5. Documents required to be submitted for establishing bidders Eligibility and Qualifications (To be submitted along with the application duly attested by gazetted officer/Notary Public)

- a. The bidder shall furnish the particulars of past performance with supporting documents.
- b. Partnership Deed or proprietorship 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 certificate (ITCC)/C.A. certificate.
- d. Valid and authenticated certificate from any of the PSU/Central/State Govt organization for satisfactory performance of the contract on hiring vehicles for at least one year.
- e. PAN number. (Permanent Account Number)

6. Amendment to bid document

- I. At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in respect to a clarification required by a prospective bidder, modify the bid documents by amendments.
- II. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. Document comprising the bid

The bid prepared by the bidder shall comprise the following components.

- a. Bid security furnished in accordance with clause 11.
- b. A clause-by-clause compliance as per clause 10.
- c. Bid form and price schedule completed in accordance with clause 8 and 9.

8. Bid form

The bidder shall complete the **Financial Bid form** as per Section-VII along with the appropriate price schedule as per requirement furnished in Section-V of the bid document.

9. Bid price

- I. The supplier shall quote price as per schedule given in section V for all types of vehicles given in the schedule of requirement. The composite price should include all the types of Taxes, including service Tax etc., as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- II. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- III. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. Clause by clause compliance

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

11. Bid Security / EMD

11.1 Pursuant to clause 7, the bidder must deposit Rs. 4080/- (Rupees Four Thousand Eighty Only) as Bid security. The bid security shall be in the form of **Demand Draft/Pay order / Bank Guarantee of Schedule bank or Nationalized bank / State bank guaranteed by reserve bank of India valid for 180 days** from the date of tender opening, drawn in favour of 'The Account Officer, O/o CE(E), BSNL, Jaipur' may be submitted in separate cover.

11.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security as per clause 2 of section -III.

11.3. The Bid Security may be forfeited

- i. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- ii. If the successful bidder fails:
- iii. To sign contract in accordance with clause 18.
- iv. To furnish performance security in accordance with clause 2 of Section III.
- v. 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.
- vi. The bid security of unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

12. Format and signing of bid: - The bidder shall submit the bid in the original bid form issued by this office. Alternatively the tender documents can be downloaded from our website <http://rajasthan.bsnl.co.in/tenders/index.php> and the downloaded tender can be submitted in accordance to clause no.-11.2 and other relevant condition as mentioned in the N.I.T.

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

12.2 (i) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned, if applicable.

(ii) The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate, if applicable.

(iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

13. Submission of bid:-

1. The bids should be submitted as per N.I.T. condition and as per Clause 2 & 5 of 'Section-II'.

2. The Bidder should be given a certificate on none of his/her relatives working in BSNL as per clause 8 of Section- IV.

3. (i) The bid should be submitted duly sealed and addressed to The Executive Engineer (E), BSNL, Electrical Division, Kota and delivered in person on or before 11.00 hrs of due date and shall be opened on same day at 11.30 hrs.

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

14. Bid opening

Bid document shall be opened on due date as mentioned in N.I.T. in the presence of the bidder's or their authorized representative who wish to be present at the time of opening of bid. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (Format is given in section X).

15. Evaluation

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

15.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and condition of bid

documents without material deviation. A bid determined as substantially no 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 offers 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 the bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall within **Two weeks** of issue of letter of indent, give his acceptance along with performance security in conformity with section IX with the bid document.

17. Right to vary quantities

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms & 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 requirements of the clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

20. Period of validity of bids

(i) The bid shall remain valid for 90 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.

SECTION - III
GENERAL (COMMERCIAL) CONDITION OF CONTRACT

1. Application

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

2. Performance Security

2.1 The Contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee Bond of any Scheduled Bank or State Bank of India /CDR/FDR/DD etc. as in the case of recovery of Security deposit within two weeks from the date of issue of Award letter. The validity period of the performance security in the form of performance bank guarantee shall be six months from the date of actual completion of work. The amount shall be refundable 3 months after successful completion of maintenance period. Further, a sum @10% of the gross value of the bill amount shall be deducted from each running bill till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work.

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 **OR** FDR of scheduled bank.

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

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

3. Execution Time Limit

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

4. Payment Terms:-

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

4(a) PRICES:

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

ii) In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/duties for the services to be availed from the date of enactment of revised duties/taxes.

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

iv) No price revision is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and only when the variation to base rate above 10%. Such increase or decrease

in the hire charges due to these variations shall be worked out from the base rate on the following formula.

Increase or decrease in Fuel charges 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:- The base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work contact. The Average KMPL is to be assumed as 9 Kms in case of AC cars and 12 Kms in case of Non- AC Cars in both Petrol & Diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

V) The review for change in hire charges due to change fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30sept and 31st December. The change in hire chagres, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

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

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

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 vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL.

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

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

6. Termination for insolvency:-

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

7. Force Majeure:-

7.1 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 (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 nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration:-

Contractor

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EE(E)

Hiring of Vehicle O/o SDE(E) SAWAIMADHOPUR

8.1 In the event of any question, dispute or difference arising under the agreement or in Connection there with (except as to matters, the decision to which is specially provided under this agreement), the same shall be referred to sole arbitration of CE(E) of Bharat Sanchar Nigam Limited(BSNL), Jaipur 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 CE(E) 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 CE(E) 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. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or reenactment three of or any rules made thereof.

8.2 The venue of Arbitration proceeding shall be Office of Chief Engineer (E), BSNL, Jaipur or such other places as the arbitration may decide.

8.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9. Set Off:-

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

SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non-executive employees working in BSNL Electrical Zone Jaipur (Name of unit) and executive employees (also called Group-A and Group-B officers working in BSNL Electrical Zone Jaipur (Name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu Undivided Family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in law), Daughter(s) and daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law).
8. The tenders (s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. **The format of certificate is enclosed as per Appendix-IV.**
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicles by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such 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.
10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.

11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. 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.
15. The contractor should ensure that at the end of duty; the duty slips are completed and signed by the users. The duty slips in duplicate copy from to be printed and serially numbered by the contractor as per the format given in Section-XI.
16. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.
17. The successful tenderer will have to enter into the agreement with BSNL for one year on stamp paper of Rs. 100/-, the cost of stamp paper shall be born by the contractor.
18. Agency has to observe all the labour rules & regulations in force including the provisions of EPF & Misc. Provisions Act 1952, Employees Provident Fund Schemes 1952 and the ESI Act, 1948 in respect of labourers /employees engaged by them for performing the work, if applicable

SECTION-V

SCHEDULE OF RATES (IN FIGURE & WORDS)
SCHEDULE OF REQUIREMENT AND HIRE CHARGES

Name of work – Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Divison Sawaimadhopur .

S.N.	Description of Item	Qty. per month, Per Vehicle (A)	Unit Price (B)	Levies/Taxes if any over Unit Price (C)	Composite Price (D=B+C)	Total Amount (E=DxA)
1	Fixed Charges For 1750 Kms per month.	1 Job				
2	For extra KM (Rs./KM)	40 KM				
3	Detention charges beyond duty hours (Rs./Hr.)	16 Hrs.				
4	Night halt charges (Rs./Halt)	5 Halts				
				Grand Total for One Month		

Note:-

1. Whenever night halt charges are claimed, no over time payment shall be made.

GRAND TOTAL FOR 12 MONTHS----- Rs.

Signature of Tenderer

Dated:

Executive Engineer (E)
BSNL, Electrical Division
Kota
(For & On Behalf of BSNL)

SECTION - VI
SERVICES TO BE PROVIDED

1. **Service** : Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on hiring basis for running in **Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Division Sawaimadhopur .**
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 upto one year if agreed by the Contractor and BSNL on the same rate, and terms and conditions after ensuring competitiveness of the rates.
3. **Quantity** : Estimated number of vehicles to be hired is **one** however, it should be clearly noted that BSNL shall place the order only as per actual requirement from time to time.
4. **Duty Hours of** vehicles are normally for ten hours per day on all working days of month except Holidays. However actual duty hours / days shall be specified by actual users of vehicle.
5. **Notice Period**
 - i) For regular requirements one day in advance.
 - ii) Telephonic intimation shall be considered as notice.
6. **Reporting Place:** Any place within the jurisdiction of **Sub Divisional Engineer (E), Electrical BSNL Electrical Sub Division Sawaimadhopur .** Actual place of reporting shall be specified by users of vehicles.
7. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
8. **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.
9. **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 after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
 - (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
 - (vi) **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in Rajasthan Telecom Circle will be borne by the Service Provider.
 - (vii) **Parking / Toll Charges,** if any, may be claimed by Producing valid parking / Toll slips.

- (viii) **Drivers** attested copy of driving license should be submitted during the contractual period.
- (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (x) **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.
- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -XI**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Unused KMs** if any during a particular month (monthly KM slabs) will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
- (xiv) Overall behavior and performance of driver of the vehicle will be reviewed on periodically basis. It should be ensured by the contractor that the services of the vehicle Driver should be satisfactory.
- (xv) The contractor has to provide one mobile connection to the driver of each Vehicle.

10. 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.
- (iv) Service Provider shall not engage any person below 18 years of age.

11. 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 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.
- (ii) 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.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

12. Penalty for breach of terms & conditions:

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable

- vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
 - (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
 - (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of SE(E), Electrical Circle, Jodhpur would be final.
 - (v) No payment will be made for vehicles supplied by the Service Provider older than Jan. 2010 Model.
 - (vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
 - (vii) In failure of conditions mentioned at (xiv) & (xv) of clause 8 of section III of bid document a penalty of Rs 100/- shall be imposed per occasion

**SECTION - VII
FINANCIAL BID FORM**

NIT No. :- 61/EE(E)/BSNL/ED/KOTA/12-13

Dated: - 02.01.2013

To,

The Executive Engineer (E)
BSNL Electrical division,
Kota .

Dear Sir,

1. Having the conditions of contract and services to be provided as per Bid form 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 prices attached here with 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 Schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2012.

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness
Address
Signature

SECTION - VIII
BID SECURITY FORM / E.M.D.

Whereas (Hereafter called "the Bidder") has submitted its bid dated For hiring contract of commercial vehicles Tender No. **KNOW ALL MEN** by these Presents that We of Having our registered office at (hereafter called "the Bank") are bound upto 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.

The 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 and any demand in respect thereof should reach the bank not later than the specified date / dates.

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

Note:- Alternatively Bid security can also be submitted in the form of Demand Draft/Pay order in favour of 'The Account Officer, O/o CE(E), BSNL, Jaipur'

SECTION - IX
PERFORMANCE SECURITY BOND FORM

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 contracts (s) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the BSNL, an amount of not exceeding _____, against any loss or damages caused to or suffered or would be caused to or suffered by the BSNL, by reason of any breach by the said contractor's of any of the terms 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 form the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said contractor's of any of the terms and conditions contained in the said agreement or by reason of the contractors 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 the BSNL, _____ 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 there to our liability under the present being absolute and unequivocal. The payment so made by us under this bound shall be valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have no claim against us for making such payment.

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

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

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

Dated: _____

For: _____
(Including the name of the bank)

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

SECTION - X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENNING

(To reach on or before date of bid opening)

To,

The

Executive Engineer (E)
BSNL, Electrical Division,
Kota

Subject:- Authorization for attending bid opening on 16.01.2013 in the Tender of **Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Divison Sawaimadhopur .**

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.

SECTION - XI
FORMAT OF DUTY SLIP
(Print Name of the company & address)

S. No.

Date

(to be filled by contractor)

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

(to be filled by user)

- 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

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2013 between M/S _____ (herein after called the Contractor 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 10th Floor, Statesman House, B-148, Barakhamba Road, New Delhi-110001 and acting through its authorized official Sh. _____ of office at _____. The Contractor 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 in appendix-I. The "Contractor" has deposited Rs. (Rupees) as interest free Performance Security. Now these present witnesses and it is here by agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by BSNL.
2. The Contractor shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL indicated in appendix-II shall place an order for their requirement on the official Hire order from appendix-III (herein after called Hire order) and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle hire and in the event of a conflict between these terms and the terms in hire order; the terms of this Agreement for vehicle hire shall prevail.
5. Contractor will provide vehicles to BSNL not older than three years and registered for the commercial purpose _____ only _____ and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make 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 Contractor's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Contractor 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 Contractor.
7. Contractor will submit bills in accordance with Section-III, Clause (4) of the tender document to the Section of, of BSNL on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the BSNL Office or any local Central / State govt. office competent to issue such cards as per Section-VI, clause 10(VI) and also carry duty slips printed by the contractor as per the Format shown in Section-XI 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 contractor. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between user delivery address and the garage / normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Contractor 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 the clause 5 of Section III of Tender document.

10. In the event of any mechanical failure / breakdown of vehicle after its reporting duty, the Contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 9 (i) of Section VI of Tender document.

11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 9 (ii) of Section VI of Tender Document shall be imposed.

12. In case 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 contractor. BSNL shall have no liability whatsoever.

13. The Tender Document No. **61/EE(E)/BSNL/ED/KOTA/12-13**

Dated: - 02.01.2013, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. That contractor is/shall be liable for any legal dispute/cases/claims that have arisen or may arise or may arise during the currency of the agreement in respect of vehicles provided by contractor. BSNL shall not be liable for any loss, damages, etc. suffered / to be suffered by contractor or third party as the case may be.

15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Contractor shall also be liable for all fines, penalties, and 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 Contractor accordingly indemnifies the BSNL against all such liability.

17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet. The Contractor 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 Section -IV item (7) & (8) of the tender documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix - IV.

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of SE(E)/CE(E) of Bharat Sanchar Nigam Limited (B.S.N.L.) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the * _____ or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the * _____ of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the

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

19. If the Contractor 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 Contractor has his registered office.

20. The Contractor is / shall be responsible for compliance of all laws / rules / regulations and Government instruction 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.

21. Notwithstanding any thing contained in the Bid document, the successful bidder shall have to furnish an unequivocal and qualified undertaking / declaration to indemnify BSNL in the Performa annexed as Appendix – V duly attested by a Magistrate / Executive Magistrate.

22. 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 Contractor)

Address:

Tel: Fax: E-mail:

And

Name of the SE (E)/Authorized Signatory

Bharat Sanchar Nigam Limited

Address:

Tel: _____ Fax: _____ E-mail: _____

Further, the said notice shall be deemed to have been validly given on 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-----

For and on behalf of BSNL

Signed-----

For and on behalf of the Transporter

Name (caps) Name (caps)

Position

Position

Date

In the presence of Witnesses

1.

2.

Date

In the presence of Witnesses

1.

2.

Appendix - I

Undertaking for the Internet Downloaded tender document for the work of **“Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Division Sawaimadhopur .”**

vide NIT No.:- **NIT No. : 61/EE(E)/BSNL/ED/KOTA/12-13** Dated: - **02.01.2013** as required as per clause 11.2(b) of N.I.T. condition.

UNDERTAKING

I/We----- hereby confirm to undertake that in case of any ambiguity / discrepancy between the downloaded Tender document submitted by us and hard copy available in the office (BSNL, Electrical Division, Kota) the hard copy available in the office (BSNL, Electrical Division, Kota) in form of approved draft N.I.T. shall prevail and taken as correct.

We shall have no claim in this regard in case of any discrepancy.

Signed-----

For and on behalf of the Contractor

Name (caps) -----

Position -----

Date -----

B.S.N.L.
[A Government of India Enterprises]
(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 _____.

S. NO.	Name of Unit	Address	No. of Vehicles Allotted	Monthly Hire Charges per vehicle	Make	Model Euro-1/II	Contracted Hire Vehicle KMs

Signed-----
For and on behalf of the Contractor
Name (caps) -----
Position -----
Date -----

B.S.N.L.
[A Government of India Enterprises]

Hire Order
(Only by specified authority)

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

Agreement dated _____ between _____ (the Contractor)
and, _____ the Authority (the BSNL).

Order details

BSNL's order number _____ Contractor'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 charges Rs. _____ .

Contracted monthly mileage _____ Kms

Signed-----
For and on behalf of the Contractor
Name (caps) -----
Position -----
Date -----

Appendix - IV

(Certificate on Non-Participation of near Relatives in the tender called for **Hiring of one No. Light Commercial vehicle (Tata Indica or Equivalent Non AC Diesel) with valid permit for commercial use in office of the Sub Divisional Engineer(E) BSNL Electrical Sub Divison Sawaimadhapur .**

vide NIT No. : 61/EE(E)/BSNL/ED/KOTA/12-13

Dated: - 02.01.2013 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 tender document is / are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is also/ 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 Contractor
Name (caps) -----
Position -----
Date -----