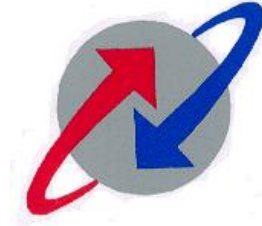


**Bharat Sanchar Nigam Ltd.**  
**(A Govt. of India Enterprise)**  
**O/o GMTD Shimla**



**BID DOCUMENT**

TENDER DOCUMENT FOR HIRING OF VEHICLES FOR SHIMLA TELECOM  
DISTRICT IN HIMACHAL PRADESH.

**NIT NO:** 2-307/2014-15/Tender/Vehicle/MM/Part-IV/07

Dated 27.03.2015

Price Rs.569/-(Inclusive VAT)

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT SHIMLA**  
(A Govt. of India Enterprise)

**NIT No:** 2-307/2014-15/Tender/Vehicle/MM/Part-IV /07

Dated 27.03.2015

**NOTICE INVITING TENDER**

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, wax/tape sealed tenders are invited by GMTD BSNL Shimla from prospective Service Providers of Central/State Govt, PSU or reputed Private Ltd. Companies fulfilling eligibility conditions as prescribed in Clause 1 of Section-IV of the bid document for hiring of vehicles not older than 2010 models for the following units of BSNL Shimla as detailed below:

Section No	Name of Section/Sub div	Type of Vehicle Required	Quantity of Vehicles Required	Monthly Hire KMs per vehicle	Estimated cost in Rs.	EMD in Rs
I	Reckong Peo	Bolero Camper or similar type	1	2000	372000.00	9300.00
II	Chopal	do	1	2000	324000.00	8100.00
III	Gumma (Kotkhai) Transmission	do	1	2000	324000.00	8100.00
IV	Rohru	do	1	2000	324000.00	8100.00
V	Jubbal	do	1	2000	324000.00	8100.00
VI	Thanedhar	do	1	2000	324000.00	8100.00
VII	Rampur	do	1	2000	324000.00	8100.00
VIII	C.E (E), Shimla	Non-AC Car/Jeep or similar vehicle	1	2000	324000.00	8100.00
IX	S.E (E), Shimla	do	1	2000	324000.00	8100.00
X	E.E (E), Shimla	do	1	2000	324000.00	8100.00
XI	E.E (C), Shimla	do	1	2000	324000.00	8100.00
XII	S.D.E (C), Shimla	do	1	2000	324000.00	8100.00

**Total estimated value = Rs. 3936000.00**

**Date of opening of tender-**

**24.04.2015 at 15:00 Hrs**

**Period of contract:**

One Year and is extendable further for one more year.

**Sale of Tender document up to** : The tender document shall be available on all working days between 11.00 to 16.00 hrs on production of proof of payment of Rs.569/- (Inclusive VAT) in the O/o GMTD Shimla upto one day in advance of last date of opening of tender. A contractor is at liberty to apply for one or more than one section on the same tender document.

Tender Document can also be downloaded from our Web site [www.hp.bsnl.co.in/shimla/shimlaindex.htm](http://www.hp.bsnl.co.in/shimla/shimlaindex.htm). In case of contractor downloading the tender document from Website then he should enclose DD for tender document fee with the tender offer.

**Submission of Tender:-**The tender is to be dropped in tender box kept in the O/o GMTD Shimla up to 1430 hrs of date of opening of tender

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

Note :- 1 During evaluation process if it is observed that the downloaded document is not exactly as per original document and is tempered/modified in any way the bid will be rejected.

**AGM (Planning)**  
**O/O GMTD BSNL Shimla**

**SECTION-II**  
**SCOPE OF WORK**

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc. All maintenance of vehicle & road taxes are to be borne by the vendor.

<b>Section No</b>	<b>Name of Section/Sub div</b>	<b>Type of Vehicle Required</b>	<b>Quantity of Vehicles Required</b>	<b>Monthly Hire KMs per vehicle</b>	<b>Estimated cost in Rs.</b>	<b>EMD in Rs</b>
<b>I</b>	Reckong Peo	Bolero Camper or similar type	1	2000	372000.00	9300.00
<b>II</b>	Chopal	do	1	2000	324000.00	8100.00
<b>III</b>	Gumma (Kotkhai) Transmission	do	1	2000	324000.00	8100.00
<b>IV</b>	Rohru	do	1	2000	324000.00	8100.00
<b>V</b>	Jubbal	do	1	2000	324000.00	8100.00
<b>VI</b>	Thanedhar	do	1	2000	324000.00	8100.00
<b>VII</b>	Rampur	do	1	2000	324000.00	8100.00
<b>VIII</b>	C.E (E), Shimla	Non-AC Car/Jeep or similar vehicle	1	2000	324000.00	8100.00
<b>IX</b>	S.E (E), Shimla	do	1	2000	324000.00	8100.00
<b>X</b>	E.E (E), Shimla	do	1	2000	324000.00	8100.00
<b>XI</b>	E.E (C), Shimla	do	1	2000	324000.00	8100.00
<b>XII</b>	S.D.E (C), Shimla	do	1	2000	324000.00	8100.00

The vehicles will be requisitioned on monthly requirement basis.

The additional requirement of vehicles to meet the 'Peak Operational requirement' if any will be based on the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed one vehicle in each section of the above estimated quantity. *The requisitioned vehicle will be used as per the requirement of BSNL within SSA.*

## SECTION-III

### SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of GMTD BSNL Shimla. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per Clause 7 of Section IV of tender document.
3. **Duty Hours of** vehicles are normally for 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.
4. **Notice period for supply of vehicles** shall be two day in advance for Regular requirements. A written notice will be issued to the contactor for this.
5. **Reporting Place for vehicles** is within the jurisdiction of GMTD BSNL Shimla. Actual place of reporting shall be specified by concerned users of vehicles.
6. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:-** Service Provider should comply with the following:
  - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
  - (ii) **Identity Cards-** Proper Identity Cards 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, within one month of commencement of Contract.
  - (vi) **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in Himachal Pradesh State 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) The log book should be properly maintained by the owner/driver/staff on and should ensure that at the end of duty; they are completed and signed by the users for journey.
  - (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 three months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
  - (xiv) The transportation of stores/Diesel within the SSA shall be arranged through hired vehicle for field formation as far as possible.

9. **Debarring Conditions:-**

- (i) **No vehicle should be supplied having registration in the Name of employee of BSNL and a Certificate to this effect be given on the body of bill while submitting claim.**
- (ii) 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.
- (iii) Service Provider shall not engage any person below 18 years of age.

10. **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.

11. **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 of vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- per breakdown 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 vehicle not provided by the contractor 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 subject to maximum of 10% of the bill raised for that particular month. This clause will not be applicable if the contractor not supplies vehicle regularly for 15 days or more, in such cases the contract will be terminated for that particular vehicle and the performance security in respect of that vehicle will be forfeited.
- (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 GMTD Shimla would be final.
- (v) 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.
- (vi) The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market. The expenditure involved in such hiring shall be deducted from the due claim of the vendor and it will be in addition to the penalties under clause 11 (i) to (iii).

**SECTION-IV**  
**GENERAL (COMMERCIAL) CONDITIONS**

**1. Bidder Eligibility:**

- 1.1 The bidder should have minimum six months experience of providing vehicle to any agency Government / Public Sector or reputed Private Limited Companies / Firms. A certificate of satisfactory performance in similar services to this effect should be enclosed.
- 1.2 The bidder should have his own vehicles or on lease, At least one vehicle with insurance cover must be registered in his own name. All the vehicles should be registered as Commercial Vehicles with permit from RTO. Full details of the vehicle and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2010 Model shall be provided.
- 1.3 The bidder should have the documents like PAN No, Service Tax registration, EPF & ESI registration etc. as per details given in Annexure-II (Technical Bid).

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

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

**3. Bid Forms (Two Bid Format).**

- 3.1 The tender should be submitted in **two covers; One** Superscribing “Technical Bid” and **Second** “Financial Bid ” and both the envelopes are in turn, be put in another large envelope (main envelope) and this envelope should be superscripted “**Tender for Hiring Vehicles for Shimla SSA**”. All the envelopes are to be duly sealed and addressed to **AGM (Planning) O/o GMTD BSNL Shimla**. Technical Bid and Financial Bid shall be opened separately. **No indication of the Prices will be made in the Technical Bid.**
  - a ) The “Technical Bid” envelop should contain the bid document dully filled & signed except for schedule of rates, eligibility criteria documents as per clause 1 , Section-IV, demand drafts for EMDs and Tender documents fee if the tender document is downloaded from website.
  - b) The “Financial Bid” envelop should contain the Schedule of Requirement (Section-V) & Annexure-1 dully filled & signed.

3.2 Tender will be opened in the presence of Bidders present on the due date of opening. Technical Bids of the Tenders received will be opened first and only financial bids of those bidders will be opened who will qualify in the Technical bid as per procedure. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

3.3 Financial Bid of the selected bidders i.e. who qualify the technical bid, only will be opened.

3.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-2**.

3.5 Tender will not be rejected on the basis of minor infirmities if found any in the technical bid. In that case the bidder will be asked in writing to clarify the same or submit the same to TOC/TEC and the Financial Bid of those Tenderer will not be opened till the receipt of clarification. On the receipt of clarification if he qualifies for technical bid then the Financial Bid will be opened.

3.6 Rates should be quoted as per the Schedule of Requirement & Hire Charges at **Section-V** and should be enclosed to Financial Bid Form at **Annexure-1**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

3.7 The duly filled tenders must be accompanied with an EMD Demand Draft of requisite amount of the particular section for which the bidder is applying the bid and it should be drawn in favour of AO (Cash) O/o GMTD Shimla from any scheduled bank payable at Shimla.

3.8 The tender without EMD will be rejected out rightly.

3.9 Tender should be dropped in a tender box in the **O/o GMTD, BSNL Shimla Block No. 35 SDA Complex, Kasumpti, Shimla-171009** on or before 14:30 Hrs. of date of opening of tender.

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

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

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

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

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

#### 4. **Bid opening**

BSNL shall open the Technical bid cover containing documents detailed as per clause (3.4) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-4**). **After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the Financial Bid will be opened. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.**

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

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

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

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for all types of vehicles** indicated in Scope of Work in **Section-II**, inclusive of all levies, taxes and charges as indicated in schedule at **Section V** of the bid document for particular section. **L-1 bidder will be evaluated on the basis of lowest price quoted for hiring of vehicles for 2000 Km (Section-V).**

#### 6. **Award of Contract**

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

#### 7. **Right to vary quantities**

7.1 BSNL reserves the right to increase or decrease up to one vehicle per section of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

7.2 BSNL reserves the right to extend the tender for one year on the same terms and conditions as per bid document, the rates/hire charges will remain same, with variations only pursuant to clause no. 22 of section-IV of Bid document and it will have binding upon the bidder.

7.3 With the increase in numbers of the hired vehicles or in case of extension of tender (up to one year) the estimated cost of tender will increase proportionally.

## 8. **Signing of Contract**

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

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

8.3 On signing the agreement & furnishing of the performance security the bidder has to provide the details of the vehicles (Model, Registration Numbers, Vehicle type etc.) which he is going to provide to the BSNL along with the all documents necessary as mention in the bid document within seven days.

## 9. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **clause 8** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

## 10. **Period of validity of bids**

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

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

## 11. **Bid Price.**

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

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

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

## 12. **Bid Security**

12.1 Pursuant to **clause 3.6**, the bidder must deposit EMD for the requisite amount as mentioned in the NIT. The Bid Security shall be in the form of Demand Draft for the requisite amount as mentioned in the NIT of the particular division for which the bidder is applying /bidding and it should be drawn in favour of AO (Cash) O/o GMTD Shimla from any scheduled bank payable at Shimla.

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

## 13. **The Bid Security may be forfeited:**

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

13.2 If the successful bidder fails

i) to sign contract in accordance with clause 18

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

iii) A bid not secured in accordance with para 11.1 shall be rejected by the BSNL as Non-responsive at the bid opening state and returned to the bidder unopened.

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

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

14.1 The payment shall be made on monthly basis. Monthly bills i.r.o vehicles engaged on monthly basis shall be submitted in duplicate to the authority specified in contract along with the photo copies of the log book dully signed, checked & verified by the user & controlling officer of the user of the vehicle by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, BSNL will not take responsibility for delay in payment. If the bill is received after three months of its becoming due, it must be accompanied with the sufficient



justification/reasons for delay and the GMTD Shimla reserves the right to reject such cases as time barred.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting on the log books and on the bills. In no case, the bills without signature and copy of log book without certificate by the users and controlling officer will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged / discontinued in between of the month the contractor shall be paid for the numbers of days for which the vehicle was used. The daily rate shall be calculated by dividing the monthly rate by thirty (30). Also monthly kilometers will be worked out on proportionate basis.

14.4 Service TAX is payable extra, as applicable from time to time.

14.5 Service tax no & PAN number should be printed on bill form of contractor.

14.6 If the firm is registered with EPF & ESI , the photocopy of Challan as proof of deposit of EPF & ESI contribution to be endorsed with bill.

14.7 Checklist Points (To be endorsed on the bill) :

Contract specifications bearing No.....dated....

Bill No. dated

(i) Work has been done satisfactory as per contract bearing Number..... date.....

And further w/o Number.....date ..... for the period .....

(ii) All documents have been attached as required as per contract.

(iii) All statutory obligations as per Labour Law have been complied by the Contractor.

(iv) No complaints received against contractor.

(v) Nothing is due from contractor.

(vi) No damages done by the contractor during performance of duty.

(vii) No penalty is applicable as per contract.

#### **15. Clause by clause compliance.**

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

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

Normally contract will be awarded for 1 (one) year from the date of execution of the agreement. However, extension for the next year/part thereof will be considered by the competent authority ( GMTD BSNL Shimla) keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm , written consent of the contractor to carry out the work during the extended period on same terms & conditions of the contract.

#### **17. Performance Security:**

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the contract value subject to maximum limit of Rs 5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security.

17.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-3** of the bid document.

17.3 The bank Guarantee should be valid for 18 (Eighteen) months from the date of the signing of hiring agreement.

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

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

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

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

18.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

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

## 19. Termination for insolvency

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

## 20. Insurance

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

## 21. Prices:

21.1 The rates should be on monthly basis. The KM slabs for monthly hire are shown in **Scope of Work in Section-II**.

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

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

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

## 22. Price Revision:

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

$$\text{Increase or decrease in Petrol/Diesel during the month} = \frac{\text{Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)}}{\text{Average KM per litre of Diesel / Petrol consumption (KMPL)}}$$

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed **12 Kms in case of Non-AC vehicle 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) however the above increase is further subject to maximum expenditure limit fixed by circle office.

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

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

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

## 23. Miscellaneous Conditions:

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

23.2 However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

23.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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

23.5 BSNL reserves the right to disqualify the bidder/bidders who have been blacklisted or barred by the other BSNL units for not meeting the contractual obligations.

#### **24. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### **25. Arbitration:**

1. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, (**Himachal Pradesh** ) or 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 functions of the Chief General Manager, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant has expressed view on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian 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.
3. The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor. The following procedure shall be followed:
  - (i) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
  - (ii) There should not be a joint submission with the contractor to the sole arbitrator.
  - (iii) Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - (iv) The onus of establishing his claims will be left to the contractor.
  - (v) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
  - (vi) The "points of defense" will be based on actual conditions of the contract.
  - (vii) Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
  - (viii) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

- (ix) If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

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

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

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.

26.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**SECTION-V**

**SCHEDULE OF REQUIREMENT AND HIRE CHARGES**

**(Scheduled Works):**

Section No	Name of Section /Sub div	Quantity of Vehicles Required	Monthly Hire KMs per vehicle	Hire Charges per vehicle ( In Rs. ) per Month	
				Rate in Figures	Rate in Words
I	Reckong Peo	1	2000		
II	Chopal	1	2000		
III	Gumma (Kotkhai) Transmission	1	2000		
IV	Rohru	1	2000		
V	Jubbal	1	2000		
VI	Thanedhar	1	2000		
VII	Rampur	1	2000		
VIII	C.E (E), Shimla	1	2000		
IX	S.E (E), Shimla	1	2000		
X	E.E (E), Shimla	1	2000		
XI	E.E (C), Shimla	1	2000		
XII	S.D.E (C), Shimla	1	2000		

**DATE**

**SIGNATURE**

**NOTE:**

1. The service tax as applicable from time to time by GOI will be extra.
2. The rate quoted should be inclusive of all taxes (Except S-Tax) including detention charges beyond duty hours, night halt charges etc.
3. Evaluation will be based on the lowest price quoted irrespective of type of vehicle.
4. The bidder should quote the rates only for those sections for which he which he has enclosed EMD.

**FINANCIAL BID**

Tender No.....

Date .....

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges (Section - V)** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of .....2015.

Signature of

In capacity of

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

Witness .....

Address .....

Signature

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

**SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF BSNL SHIMLA TELECOM DISTRICT**

Tender Ref:

Date:

**TECHNICAL BID**

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

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of .....(please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	Service Tax Registration Number or affidavit indicating reason for non submission : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) or affidavit indicating reason for non submission : : EPF (Attach Proof) or affidavit indicating reason for non submission : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) or affidavit indicating reason for non submission :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles as per format at <b>Annexure-2A</b> .	

**Note:-** Reasons of non submission of document as per clause 3.b & 3.c above should be in the form of Affidavit on Rs. 100/- non-judicial stamp paper. Reasons indicated should be convincing to the tender accepting authority.

**DATE****SEAL****SIGNATURE**

**Statement of Vehicles owned / leased by the Bidder****BIDDER'S NAME:** \_\_\_\_\_**COMPANY'S NAME:** \_\_\_\_\_Details of **"OWNED/LEASED"** Vehicles :

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

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

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

**DATE****BIDDERS'S SIGNATURE****OFFICE SEAL**



**PERFORMANCE SECURITY BOND**

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

\_\_\_\_\_ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Service Provider's do hereby undertake to pay to the BSNL, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, \_\_\_\_\_ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the BSNL, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the BSNL, \_\_\_\_\_ that the BSNL, \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said 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 Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

the BSNL, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

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

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on \_\_\_\_\_ or before date of bid opening)**

To

The Chairman TOC  
Bharat Sanchar Nigam Ltd.  
Shimla

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

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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.

## AGREEMENT FOR VEHICLE HIRE

This agreement is made on this \_\_\_\_\_ day of 2015 between \_\_\_\_\_ M/S \_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Sh. \_\_\_\_\_

### AND

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

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

1. The Service Provider shall during the period of this contract, that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2010 model, on the rates accepted as described in schedule vide appendix-I to this agreement. BSNL shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of BSNL shall place an order for their requirement on the official Hire order form appendix-II (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than 2010 model and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the \_\_\_\_\_ Section of \_\_\_\_\_, of BSNL on monthly basis for release of payment by BSNL.

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

9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of Bid Document.

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

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the Plan-1. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.

11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

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

13. The Bid Document , schedules annexure/appendix which we annexed to this agreement shall form part and parcel of this Agreement and integral part of this agreement.

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

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

16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the BSNL against all such liability.

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL.

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

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

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

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

23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of \* \_\_\_\_\_ of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the \* \_\_\_\_\_ or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the \* \_\_\_\_\_ of BSNL shall appoint another person to act

as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the

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

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

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

24. If the Service Provider institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Service Provider has his registered office.

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

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

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

\_\_\_\_\_  
(Name of Service Provider)

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

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

**And**

\_\_\_\_\_  
*Name of the CGM / PGM / GM / TDM*  
Bharat Sanchar Nigam Limited

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

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

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

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the BSNL

For and on behalf of the Service Provider

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

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

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

**Appendix-I**

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

[A Government of India Enterprise]

**Hire Order**

(Only by specified authority)

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

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

**Order details**

BSNL's order number \_\_\_\_\_ Service Provider's reference \_\_\_\_\_  
Name of Hiring unit \_\_\_\_\_  
Name of SSA \_\_\_\_\_  
Designation of authority hiring \_\_\_\_\_  
Delivery address \_\_\_\_\_  
\_\_\_\_\_

**Vehicle details**

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

**Hire details**

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

Signed \_\_\_\_\_  
(On behalf of BSNL)

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

Position \_\_\_\_\_

Date \_\_\_\_\_



## Appendix-II

### UNDERTAKING

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)-----  
S/O -----residing at-----on behalf of  
said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----  
and duly authorised to sign, file and verify present undertaking by the said -----  
----- (Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Statesman House, B-148, Barakhamba Road, New Delhi and local office at -----  
----- hereinafter called BSNL)(which terms shall mean and include its successors, administrators, heirs and assigns.

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

- (1) I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.
- (ii) I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:
  - Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or'

will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

- Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

OR

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

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year .

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

**WITNESS** : 1. ....

2. ....