



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
GENERAL MANAGER, TELECOM DISTRICT
HAZARIBAG – 825 301

TENDER DOCUMENT FOR HIRING OF DIESEL VEHICLES OF METALIC BODY (JEEPs/CARs)

(Kindly read instructions inside. Any omission render your tender of rejection)

SALE OF TENDER DOCUMENT → From 02.08.2007 to 24.08.2007
ON ALL WORKING DAYS BETWEEN
11.00 Hrs. TO 15.00 Hrs.

LAST DATE OF SUBMISSION OF TENDER DOCUMENTS → UP TO 15.00 Hrs. OF 25.08.2007

DATE OF OPENING OF TENDERS → AT 15.30 Hrs. ON 25.08.2007

TENDER FORM No. **COST OF TENDER FORM Rs. 1,000/-**
ISSUED TO:
.....
.....
.....

PAYMANT – PARTICULARS: Paid Rs. 1,000/- (One Thousand) only vide ACG – 67
Receipt/D.D. No.: **dated**
DATE OF ISSUE:/...../2007

S.D.E. (Plg)
O/o G.M.T.D., Hazaribag

TABLES OF CONTENTS

Section	Contents	Page No.
QUALIFYING BID DOCUMENT		
I	Notice Inviting Tender	3 to 4
II	Bid Form	5
III	Tenderers Profile	6 to 7
IV	General terms and condition	8 to 14
V	Declaration	15
VI	Agreement	16
VII	Letter of authorization for attending bid opening	17
VIII	List of the documents to be submitted along with the bid	18
FINANCIAL BID DOCUMENT		
IX	Financial Bid	19 to 21



BHARAT SANCHAR NIGAM LIMITED
Office of the General Manager Telecom District, Hazaribag

No.: - GMTD/HZB/Tender/Hiring of Vehicle/07-08/05

Dated at Hazaribag : 31.07.2007.

SECTION I
NOTICE INVITING TENDER

On behalf of BSNL the GMTD, BSNL, Hazaribag invites waxed sealed tender from the reputed eligible Suppliers/Vehicle Owners for supplying of Diesel Jeeps/Cars of metallic body for operation in Telecom District area in Hazaribag SSA.

Name of work	Estimated cost (in Rs.)	E.M.D. (Rs.)	Cost of tender document	Date & time for obtaining tender document	Last date & time for submission of tender document	Date & time for opening of tender
Supply of 10 nos. of diesel Jeeps/Cars of Metallic Body registered as transport vehicle having permit in terms of section 66 of the motor vehicle Act. Model 2003 or later on.	13,91,200/-	34,780/-	Rs.1,000/-	Between 11.00 hrs to 15.00 hrs from 02.08.2007 to 24.08.2007 on all working days	Up to 15.00 Hrs. of 25.08.2007	At 15.30 Hrs. of 25.08.2007

- (1) The tender documents may be obtained from S.D.E. (Plg), O/o G.M.T.D., Hazaribag on requisition and payment of cost of tender document Rs. 1,000/= (Rs. One Thousand) only through this office ACG – 67 receipt or D.D. issued from any scheduled bank in favour of Sr. A.O. (Cash), O/o G.M.T.D., BSNL, Hazaribag payable at Hazaribag.

The Tender document can also be downloaded from the website www.jharkhand.bsnl.co.in, if the tenderer having all the documents as mentioned above. In such cases the cost of tender document in the shape of DD issued from any scheduled bank within the date of issuing of tender document in favour of Sr. A.O. (Cash) BSNL O/o GMTD Hazaribag payable at Hazaribag should be attached either in bid security envelop or Qualifying bid envelop.

- (2) The terms & conditions are available in the tender form.
- (3) The tender should be accompanied with:
- (i) Bid security in accordance with the tender document.
 - (ii) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
 - (iii) Bid Form, duly filled in, as per section II.
 - (iv) Tenderers profile duly filled in, as per section III of the tender document.
 - (v) Declaration of contractor, as per section V
 - (vi) Partner ship deed, in case of partnership firm.
 - (vii) Articles of association, in case of Pvt. Ltd. Co.
 - (viii) Income Tax PAN No.
 - (ix) Up to date tax token, fitness, road permit, license and insurance of vehicle(s) in terms of transport vehicle issued by competent authority.
 - (x) Owner Book of vehicles
 - (xi) Registration of vehicle(s) as TRANSPORT VEHICLE.

Tender for Hiring of Vehicle

- (xii) Proof of booking of offered vehicle in case of purchasing and providing of new vehicle(s)
- (xiii) Power of attorney issued by vehicle owner through 1st Class Magistrate in case of vehicle/vehicles are in the name of other than tenderer.
- (xiv) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

Documents mentioned at Sl. No. (vi) to (xiii) should be submitted duly attested by a gazetted officer.

- (4) The requirement of vehicle is 10 (ten) nos. of metallic body (Diesel Cars/Jeeps).
- (5) Only one tender for offer either for one vehicle or more should be submitted by one tenderer.
- (6) The tender document is non-transferable and its cost is non-refundable.
- (7) Work will be awarded to one tenderer or more than one tenderer based on lowest tender rate as per discretion of the GMTD, Hazaribag.
- (8) Hiring charge per day for vehicle will not be given more than the approved rate of previous tender no. GMTD/HZB/Tender/Hiring of vehicles/06-07/15 (i) dated 17.04.2007.
- (9) Counter offer may be given to the technically qualified tenderer/tenderers, if deemed necessary.
- (10) Period of Contract- will be of one year and likely to be extendable for a further period of one year as per discretion of GMTD, Hazaribag.
- (11) The G.M.T.D., BSNL, Hazaribag reserves right to accept or reject any or all the tenders without assigning any reason. He also reserves right to increase or decrease \pm 25% of the requirement.
- (12) The detail terms and conditions are available in tender document.

D.E. (A&P)
O/o G.M.T.D., Hazaribag

Copy to:-

- (1) The CGM, JKD Circle, Ranchi.
- (2) All D.Es. of Hazaribag SSA.
- (3) Notice Board of GMTD office / New Exchange building / Pramod Bhawan, Hazaribag.
- (4) Web site www.jharkhand.bsnl.co.in
- (5) Press

D.E. (A&P)
O/o G.M.T.D., Hazaribag

Section II

BID FORM

No.: - GMTD/HZB/Tender/Hiring of Vehicle/07-08/05

Dated at Hazaribag : 31.07.2007.

To,
GMTD, BSNL HAZARIBAG

Dear Sir,

Having examined the terms and conditions of contract and specifications, I/we, undersigned, offer to provide vehicle/vehicles on hiring basis in conformity with conditions of contract and specifications as may be ascertained in accordance with schedule of prices attached herewith and made part of this bid.

I/We undertake, if my/our bid is accepted, I/we will supply vehicles in accordance with specifications, time limits & terms & conditions stipulated in the tender document.

If my/our bid is accepted, I/we shall submit the securities as per conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 180 days from the date of opening of tender (Financial Bid) and shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequently alteration and replacement.

Dated this.....day of2007

Witness.....

Address.....

Signature.....

Section III

TENDERER'S PROFILE

Passport size photograph of the tenderer/ authorized signatory holding power of Attorney

General:

- 1 Name of the tenderer/firm.....
- 2 Name of the person submitting the tender whose photograph is affixed
Shri/Smt.....

(In case of Proprietary/Partnership firms, the tender has to be signed by Proprietor/authorised signatory only, as the case may be.)

- 3. Address of the tenderer
.....
.....
.....

- 4 Telegraphic address.....
.....
.....

- 5 Tel. No. (with STD code) (O) (Fax)
(R) (Mobile)

- 6 Tenderers status
 - 6.1 Proprietorship
 - 6.2 Partnership
 - 6.3 Pvt. Limited
 (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law in case of partnership/Pvt. Ltd.)

- 7 Name of proprietor/partners/directors
.....
.....

- 8 Permanent Income Tax Account Number, Income Tax Circle
.....

Signature of tenderer
With seal

9 **Details of vehicles to be supplied:-**

Sl.no.	Registration no.	Type of vehicle	Model	Name of vehicle owner
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

I/We hereby declare that the information furnished above is true and correct.

Signature

Place

Date:

Name/Designation/Capacity in which signed

Section IV
General Terms & Conditions

1. The General manger Telecom District, Hazaribag invites (wax/pvc tape) sealed tender from the reputed and registered eligible Supplier/Vehicle owner for supplying of diesel Jeep/Car of metallic body for operation in Telecom District Area in Hazaribag SSA.
2. The requirement of vehicle is 10 (ten), however it may be increased or decreased as per actual requirement at the time of finalization of tender/discretion of GMTD, Hazaribag.
3. **The make of vehicle should not be earlier than 2003. It must also have shining look like a new vehicle.**
4. The vehicle must be registered as TRANSPORT VEHICLE and requires permit in terms of section 66 of the motor vehicle Act.
5. The vehicle should be perfect in all respect with up to date taxes, fitness, licence and insurance cleared.
6. The average run of vehicle should not be less than 11.00 Km. per liter consumption of diesel.
7. The estimated cost for 10 nos. of vehicles is Rs. 13,91,200/-/- (Rs. Thirteen lakhs ninety one thousand two hundred) only on which the earnest money deposit is Rs. 34,780/- (Rs. Thirty four thousand seven hundred eighty) only. The E.M.D. amount should be submitted in the form of D.D. issued from any scheduled bank payable to A.O. (Cash), O/o G.M.T.D., BSNL, Hazaribag payable at Hazaribag or through this office ACG -67 receipt.
8. If a tenderer wants to give less than 10 nos. of vehicles, he/she are also allowed to participate in the tender. In that case earnest money @ Rs. 3,478/- (Rs. Three thousand Four hundred seventy eight) only per vehicle is required to be submitted. The work may, therefore, will be awarded to more than one contractor if L1 fails to provide all sixteen no. of vehicles.
9. Those who are interested to purchase and provide new vehicle(S), they may also apply. They must submit proof of booking along with the tender document. However, the applicant must submit all relevant document for commercial vehicle as required in the tender, within fifteen days of opening of tender failing which EMD will be forfeited.
10. The photocopy of relevant documents of the vehicle duly attested by a Gazetted Officer such as owner book. Registration particulars as Transport Vehicle, Road Permit, Tax Token, Fitness of Vehicle, Insurance and Income Tax PAN no., copy of booking for new vehicle(S) in case of providing of new vehicle(s) etc must be submitted with the tender.
11. Only one tender paper is required to be submitted by one tenderer.
12. If the tendered vehicle/vehicles are not in the name of tenderer, power of attorney of vehicle owner issued by 1st Class Magistrate must be submitted alongwith the tender.
13. The BSNL employees or their near relatives (directly or indirectly) are not allowed to participate in tender. Contractor should not provide a vehicle which belongs in the name of BSNL/DOT/MTNL employee or his direct relative. The tenders/vehicles which are found of BSNL employee or their near relatives will be rejected and E.M.D./S.D. will be forfeited.
14. The tender paper is non-transferable and the cost of tender paper is non-refundable.
15. Details of tendered vehicle and hiring rate per day per vehicle is to be quoted on attached Annexure "A" of financial bid.
16. Duly filled and signed tender paper with the relevant documents and earnest money deposite as stated at sl. no. 7, 8, 9 & 10 as the case may be in a sealed envelopes must be submitted in tender Box up to 15.00 hrs of 25.08.2007 kept in the office chamber of D.E, (A&P), O/o GMTD, BSNL, Hazaribag.
17. **The bid document**
 - 17.1 **Qualifying Bid:**

Section I	Notice inviting Tender
Section II	Bid form

Section III	Tenderers Profile
Section IV	General Terms and condition
Section V	Declaration
Section VI	Agreement (format)
Section VII	Letter of authorization for attending bid opening
Section VIII	List of documents to be submitted along with the qualifying bid in accordance with NIT term (3) and bid security (EMD)

Attested copy of relevant documents of offered vehicle(s) should also be submitted in qualifying of the tender.

17.2 Financial Bid

Section IX Financial Bid

18. The tender will be opened at 15.30 hrs. of 25.08.2007 in presence of the tenderers or their authorised representatives who wish to be present there. If the date of opening of tender falls on holiday due to any reason then the tender will be opened on the next working day at above scheduled time.
19. The tender submitted incomplete/without E.M.D. and relevant documents as stated on sl. no. 7, 8, 9 & 10 will be rejected.
20. Successful tenderer/tenderers will have to execute an agreement with the authorised officer of BSNL, Hazaribag for a period of **One year** which can be extended for another one year unilaterally if so decided by GMTD, BSNL, Hazaribag on same terms, conditions and rates.
21.
 - (a) The Successful tenderer/tenderers will have to deposit S.D. @10% of approved hiring charges per vehicle per annum in shape of demand draft/ACG-67 receipt in favour of Sr. Accounts Officer (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag at the time of agreement. Earnest Money will form the part of the security deposit for successful tenderers.
 - (b) Hiring charge per day per vehicle will not be given more than the approved rate of previous tender no. GMTD/HZB/Tender/Hiring of vehicles/06-07/15 (i) dated 17.04.2007.
22. If the party fails to supply the vehicle within 15 days from the date of agreement his agreement will be cancelled and E.M.D./S.D. will be forfeited as per discretion of GMTD, BSNL, Hazaribag.
23. Earnest money will be refunded to the unsuccessful tenderers after finalisation of the tender without any interest.
24. The vehicle after utilisation will be parked at a place as per order of custodian of the vehicle preferably at BSNL establishment Exchange, Colony etc.
25. In case of any breakdown, the party shall make arrangement to provide another vehicle at his own cost. In case of failure to do so a fine of Rs. 200/- (Rs. Two hundred) only per day will be imposed.
26. The Driver will be provided by the tenderer/tenderers himself and no expense on account of the driver will be born by the BSNL either in local or outside.
27. The contractor will provide full detail of the driver e.g. Name, Address, Copy of driving license etc at the time of agreement along with his specimen signature.
28. The contractor will ensure the payment of salary of driver within one week of next month. Such intimation should be given by 15th of next month, through central registry.
29. No overtime/extra charge to the driver will be paid by the BSNL.
30. The driver shall be well dressed and well behaved. Any laxity in behavior of the driver shall be construed as the breach of contract and the contract may be cancelled for such action without any notice.
31. The vehicle will be usually used under the jurisdiction of General Manager Telecom District, Hazaribag. The vehicle will also be utilized outside of Telecom District, Hazaribag as and when required.

32. Fuels (Diesel) will be born by the BSNL, Hazaribag. Average run of the vehicle per litre consumption of fuel (Diesel) should not be less than 11.00 Km. (Eleven Kilometer). The average run of the vehicle will be calculated on monthly basis at the time of processing of bill for payment. If the average run of the vehicle per liter consumption of diesel will be found less than 11.00 Km. The cost of extra diesel consumed will be deducted from the bill/S.D. money or the contract will be cancelled without any notice as per discretion of GMTD, BSNL, Hazaribag. However, in case of continuation of hiring of vehicle in next coming month, the balance diesel upto the extent of container of the vehicle may be brought forward by the using officer. Mobil will be supplied one liter for every 1000 Km vehicle run.
33. Vehicle wise a Log-Book for journey details in prescribed proforma (proforma will be supplied at the time of making agreement) should be maintained and the said Log-Book should be kept in the custody of driver. The above Log-Book will be filled up by the officer using vehicle in his own signature for the journeys undertaken. The photocopy of the log book duly signed by using officer must be submitted along with bill of respective month.
34. in case non submission of relevant papers such as tax token, road permit, insurance and fitness certificate issued by competent authority of the agreeded vehicle(s) for entire period of the contract, the contractor will be responsible for submission of them as and when becomes due without awaiting reminder from BSNL side. Any laxity in this regard will full responsibility of the contractor causing which agreement may be cancelled/Payment of bill may be held up as per discretion of GMTD, Hazaribag.
35. Month wise bill will be prepared by the party on the basis of the entry in the Log-book and the days of utilisation. The officer using the vehicle will furnish the following certificate on the bill while forwarding the bill:-

“Certified that the bill has been correctly drawn as per entry in the Log-book for days of utilisation in the interest of department. The vehicle has run for Km during the month of with the meter reading from to and total consumption of diesel during the month of is Liter and the average run isKm/Ltr. The total consumption of Mobil during the month is Ltr. balance diesel in vehicle to be used in next coming month Ltr.

The photocopy of log book of respective month duly signed by using officer must be submitted alongwith the bill.
36. The payment of hiring charge (bill) will be made on monthly basis on production of bill, subject to availability of fund under such head.
37. The Accident and damage caused to the Vehicle, Driver, Officers/Officials of BSNL, Public etc. will be sole responsibility of the tenderer/contractor of the vehicles.
38. The vehicle should abide by the Motor Vehicle Acts, conditions for giving vehicle on hire.
39. All the papers of the vehicle/vehicles will be verified by the D.E. (A&P) of this office and if required it may also be got verified from concerned MVI.
40. If the any vehicle is withdrawn during the agreement period by the tenderer the S.D. Money of the tenderer will be forfeited.
41. The General Manager, Telecom District, Hazaribag reserves the right to terminate the Agreement for breach of any terms and conditions of the tender/ agreement and forfeit the of E.M.D./S.D.
42. Any dispute matter will be decided by GMTD, BSNL, Hazaribag and his decision will be final.
43. On expiry of contract the E.M.D./S.D. will be returned to the party without any interest after settlement of claims/bills.
44. The General, Manager, Telecom District, BSNL, Hazaribag reserves the right to accept/reject the tender in part or full, any or all without assigning any reason.
45. The G.M.T.D., Hazaribag also reserves the right for counter offer of rate as per his discretion.

46. SUBMISSION OF BIDS**46.1 Method of preparation of bid:**

- 46.1.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security	EMD amount
Second	Qualifying Bid	Containing documents as per clause 17
Third	Financial Bid	Rate duly quoted by the tenderer in the prescribed format in annexure IX

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/ Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The tenders, which are not submitted in above, mentioned manner should be summarily rejected.

- 46.1.2 All envelopes (3 inner & one outer) must bear the following;

Tender for providing of vehicles on hiring basis to run in Hazaribag SSA against Tender no: GMTD/HZB/Tender/Hiring of Vehicles/07-08/05 dated 31.07.2007.

- 46.1.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

- 46.1.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

47 SUBMISSION OF BIDS:

- 47.1 Tenders should be dropped in person in the tender box up to 15.00 hrs on or before 25.08.2007 placed in the chamber of DE (A&P), O/o GMTD Hazaribag.

The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by DE (A&P), O/O GMTD, Hazaribag. Tender received through post will not be entertained.

- 47.2 Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision will be taken and communicated to the tenderer who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be given in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NITs have been published.

- 47.3** The BSNL, declares date fixed for opening of bids as holiday, 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.

48. LATE BIDS:

- 48.1 Tenders will not be received after the specified time of closing slit of the tender box and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

49 MODIFICATIONS AND WITHDRAWAL OF BIDS:

- 49.1 The bidder may withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with WAX/ Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

- 49.2 No bid shall be modified subsequent to the deadline for submission of bids.

50 OPENING OF BIDS BY THE DEPARTMENT:**50.1 OPENING OF BIDS BY THE DEPARTMENT:**

- 50.1.1 The Department shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15.30 Hrs on due date i.e. on 25.08.2007 in the chamber of D.E. (A&P), O/o G.M.T.D., Hazaribag. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Annexure – VII).
- 50.1.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 50.1.3 If the last date for submission of tender and date of opening of tender i.e. 25.08.2007 becomes closing days due to any reason the last date for submission of tender and its opening shall be next working day with same terms, conditions and time.

50.2 The bids shall be opened in the following manner:

- 50.2.1 The bid opening committee shall count the number of bids and assign serial numbers on the bids. For example, if 10 tenders have been received, the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids.
- 50.2.2 The envelopes containing the tender offer and not properly sealed, as required vide para 44.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 50.2.3 First the outer envelop containing the three inner envelopes be opened. The bid opening committee shall initial on all three inner envelopes with date.
- 50.2.4 Amongst these three envelopes, the envelope marked “Bid Security” shall be opened first and on receipt of necessary amount in shape of D.D./ACG-67 receipt then after “Qualifying Bid” will be opened and examined.
- 50.2.5 After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 50.2.6 (After recording of the "Qualifying Bid" the TOC will place all the Financials bids submitted by the bidder in an envelope and will seal it with wax/pvc tape under proper signature of committee member for keeping in safe custody).

50.3 The Financial Bid shall be opened in the following manner;

- 50.3.2 The envelope marked "Financial Bid" will be opened only for qualified tenders in "Qualifying bid".
- 50.3.3 The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in qualifying Bid and their representative shall be allowed to attend the financial bid opening.
- 50.3.4 After opening the "Financial Bid" the bidders name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate; will be announced at the opening.
- 50.3.5 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

51 CLARIFICATION OF BIDS BY THE DEPARTMENT:

To assist in examination, evaluation and comparison of bids, the department may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

52 EVALUATION OF BID

- 52.1 Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

whether the documents have been properly signed and whether the bids are generally in order.

52.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bids shall be rejected.

52.3 The Department will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The Department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

52.4 A bid, determined as substantially non responsive will be rejected by the department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

52.5 The department may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect a relative ranking of the bidder.

53. CONTACTING THE DEPARTMENT:

53.1 Any effort by the bidder to modify his bid or influence the department in the department's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

54. AWARD OF CONTRACT:

54.1 The department shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

54.1.1 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the department and the contractor, however it may be extended for further one year as per discretion of GMTD, Hazaribag on same terms, conditions and rates.

55. ANNULMENT OF AWARD:

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

56. DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's action.

57. ISSUE OF LETTER OF INTENT:

55.1 The issue of letter of intent shall constitute the intention of the department to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

58. SIGNING OF AGREEMENT

58.1 The signing of agreement shall constitute the award of contract on the bidder. The successful bidder will have to turn up for signing/the agreement within a week of receipt of intent letter.

58.2. As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the security deposit money.

58.3 At the time of signing of agreement the contractor should must produce all the original documents of concerned vehicle before authorised officer of BSNL for execution of agreement.

59 Period of contract:-

The normal period of contract will be for one year from the date of signing of agreement. However, it may be extended for further period of one year unilaterally as per discretion of GMTD, Hazaribag on same terms, conditions and rates.

60 The original paper of offered vehicles must be submitted to D.E. (A&P), O/o GMTD, BSNL, Hazaribag within 15 (fifteen) days from the date of opening of tender (Qualifying Bid) which will be returned on the same day or as early as possible after its verification with the documents submitted.

61 If felt necessary the vehicle along with papers may be offered for checking to competent authority.

62 Forfeitness of EMD/bid security of contractor:

- (a) If the bidder withdraws his bid during the period of bid validity specified in the bid document or,
- (b) If the bidder makes any modification in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
- (c) If all the documents required alongwith the bid are not submitted or
- (d) If the documents submitted by bidders are found to be false/forged at any stage or
- (e) In case of successful bidder, if the bidder fails
 - (i) To sign the agreement in accordance with clause 56
 - (ii) To deposit S.D. money within 10 days of receipt of letter of intent.
- (f) If the contractor does not comply the clause no. **27 & 28.**
- (g) If the vehicle is withdrawn during the agreement period by the tenderer the S.D. Money of the tenderer will be forfeited.

(h) If the any paper of any hired vehicle will be found false in verification got from competent authority of as mentioned at clause no. 39 the S.D. Money will be forfeited.

63 Black listing of contractors:- The contractor shall be blacklisted for a specific period under any of the following circumstances;

- (a) The contractor does not supply the agreeded vehicle within the time limit as prescribed in work order.
- (b) If the contractor fails to keep the agreeded vehicle in well running condition.
- (c) If the contractor persistently violets any terms conditions of the contract.
- (d) If the contractor has been found adopting wrongful means to influence the departmental authorities.
- (e) It the contractors fails to submit relevant documents like tax token, road permit, insurance and fitness certificate issued by competent authority of the agreeded vehicle(s) in time as and when becomes due.

D.E. (Plg)

O/o GMTD, Hazaribag

Note:- Signature of tenderer with seal (if available with him) is required on all pages of terms & condition other wise tender will not be entertained).

**Section - V
Declaration**

I/We declare:-

1. That I or any of my partner am/is neither working in any capacity in Hazaribag Telecom District or any where in the Department of Telecommunications including MTN/BSNL nor am/is removed/dismissed from service of DOT/MTNL/BSNL.
2. That none of my near relatives are working in any capacity in Hazaribag Telecom District or any where in the Department of Telecommunication/BSNL including MTNL nor am/is removed/ dismissed from service of DOT/BSNL/MTNL.

OR

The details of my near relatives working in DOT/MTNL are as under:-

SR	Name and address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm. I shall abide by the conditions of the contract and shall bring any change to the knowledge of the GMTD, Hazaribag immediately.
4. (i) That I/We shall intimate the names of persons working in DOT/BSNL/MTNL related to our employees who are working with me/us in any capacity or are subsequently employed by me/us.
(ii) That none of employees is a removed/dismissed employee of ether any unit of DOT/BSNL/MTNL.
5. That I/we am/are aware that any breach of the condition would render that contract liable for termination along with cancellation of any either existing contracts or forfeiting of my/our Ernest Money Deposit/Security Deposit held by the GMTD, Hazaribag.
6. If at any time, it is found that the information given in the above section is incorrect/incomplete the contract is liable to be terminated without assigning any reasons and SD shall be forfeited any legal and legal action shall be initiated without any prejudice in the rights of the BSNL to debar the firm entering into future contracts.

Place/Date:

Sign.....

Name

Capacity in which as signed

Section VI

AGREEMENT

This agreement made on this _____ day of (month) _____ (Year) _____ between Sri / M/S _____ herein after called "The contractor" (which expression shall Unless excluded by or repugnant to the context, included its successors, heir, executors, administrative Representative and assignee) of the one part & the Bharat Sanchar Nigam Limited here in after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for providing of vehicle(s) bearing no./nos. on hiring basis in **HAZARIBAG SSA** on the terms and condition herein contained in Tender No-GMTD/HZB/Tender/Hiring of Vehicle/07-08/05 dated at Hazaribag 31.07.2007 the rates approved by BSNL (copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from _____ to _____ or until this contract shall be determined by such notice as is hereinafter mentioned by means of other vehicle supplied or vehicle repaired at his own expenses and by means of spare parts, repairing, denting/ panting, maintenance etc.
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financials), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawing, work orders as may be found requisite to be given during the period of contract shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The agreement" or "The contract" wherever herein used.
- 3) The contractor shall also provide the driver and no expense on account of the driver will be born by the BSNL wither in local or outside.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL/MTNL/DOT/DTS is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and condition, rules, guidelines, constructions practices, safety precautions etc. stipulate in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness where the parties presents have here into set their respective hands and seals the day and year

In _____

Above written:

Signed sealed & delivered By the above named Contractor in the presence of.

Witness

- 1.
- 2.

Signed & Delivered on behalf Of BSNL HAZARIBAG

SECTION VII

LETTER OF AUTHRISION FOR ATTENDING BID OPENING

Ref.: - GMTD/HZB/Tender/Hiring of Vehicle/07-08/05 Dated at Hazaribag the: 31.07.2007.

In the tender of repairing of power plant in Hazaribag SSA.

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

Signature of bidder

Or

Authorized signatory to sign the

Bid Documents on behalf of the bidder

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

SECTION: VIII**LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID**

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid security in accordance with the tender document.
2. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
3. Bid Form, duly filled in, as per section II.
4. Tenderers profile duly filled in, as per section III of the tender document.
5. Declaration of contractor, as per section V
6. Partner ship deed, in case of partnership firm.
7. Articles of association, in case of Pvt. Ltd. Co.
8. Income Tax PAN No.
9. Up to date tax token, fitness, road permit, license and insurance of vehicle(s) in terms of transport vehicle issued by competent authority.
10. Registration of vehicle(s) as TRANSPORT VEHICLE.
11. Proof of booking of offered vehicle in case of purchasing and providing of new vehicle(s)
12. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
13. Power of attorney issued by vehicle owner through 1st Class Magistrate in case of vehicle/vehicles are in the name of other than tenderer.

Note:- Documents mentioned at Sl. No. (6) to (11) should be submitted duly attested by a gazetted officer.



Tender for Hiring of Vehicle

BHARAT SANCHAR NIGAM LIMITED
Office of the General Manager Telecom District, Hazaribag

Section-IX

Financial Bid

TENDER FOR HIRING OF VEHICLE IN HAZARIBAG SSA

No.: - GMTD/HZB/Tender/Hiring of Vehicle/07-08/05 Dated at Hazaribag the: 31.07.2007.

From

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

To

The DE (Plg)
O/O GMTD HAZARIBAG

Ref No.: - GMTD/HZB/Tender/Hiring of Vehicle/07-08/05 Dated at Hazaribag the: 31.07.2007.

Sir

I/We have read the tender document thoroughly and here by offer the price bid, the rates quoted below are inclusive of payment of drivers, vehicle(s) spares, parts for maintenance and repairing required for run of offered vehicle/vehicles and all taxes, levies duties etc if any, for supplying of vehicles on hire basis in HAZARIBAG SSA. I/We the undersigned offer to provide vehicle in conformity with the terms and conditions of contract are quoted as under.

Declaration:

I/We declare that,

- i) Should this tender be accept, I/We agree to abide by & fulfill all the terms & conditions set in the tender document.
- ii) I/We agree to pay the amount of security deposit of the anticipated order value.

Name of firm:

Address:

Signature of bidder

Signature of tenderer
With seal

ANNEXURE – A

Sl.No	Type of vehicle	Rate per day per vehicle	No. of Vehicle offered	Owners name & Address of the vehicle owner (separate sheet with full details duly signed by tenderer may be attached, if required)
1	Diesel Car (non AC)	In figure		
		In words		
2	Pick up Van	In figure		
		In words		
3	Tata Sumo/ Bolero/ Commander/ close Mahindra Jeep	In figure		
		In words		

[Note:- (i) At present the requirement of total of vehicles is -10 (ten). However, it may be increased or decreased as per actual requirement at the time of finalization of tender/discretion of GMTD, Hazaribag.

(ii) The type of vehicle/vehicles to be hired will be decided by GMTD, Hazaribag based on availability of offer/rate received.

Total nos. of vehicles for which tender submitted: --

Signature of bidder