

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	07-04-2025 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	07-04-2025 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	150 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Communications
<b>Department Name/विभाग का नाम</b>	Department Of Telecommunications (dot)
<b>Organisation Name/संगठन का नाम</b>	Bharat Sanchar Nigam Limited Portal(bsnl)
<b>Office Name/कार्यालय का नाम</b>	Circle Office Bsnl Shimla H.p
<b>क्रेता ईमेल/Buyer Email</b>	kamalkishor1997.bsnl@nic.in
<b>Item Category/मद केटेगरी</b>	Monthly Basis Cab & Taxi Hiring Services - MUV; 1500 km x 260 hours; Local 24*7 , Monthly Basis Cab & Taxi Hiring Services - SUV; 1500 km x 260 hours; Local 24*7
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	3 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	1 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	3787200
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	94680

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लभार्थी :**

AO  
O/o C.G.MT ,BSNL Circle Office, Kasumpti, Shimla-9  
(A.o Claim)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated

cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**1

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**1

**Minimum years (up to 5 years) of experience in related field:**1

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:**2

**Geographic Presence in States:**Haryana, Himachal Pradesh, Chandigarh, Punjab

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::**8/-inclusive GST

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package**Nil

**Scope of Work:**[1741158271.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - MUV; 1500 Km X 260 Hours; Local 24\*7 ( 5 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Mahindra Bolero Camper , Mahindra Imperio , Isuzu Dmax , Isuzu S-Cab , Mahindra Bolero Maxitruck
Usage Variant	1500 km x 260 hours
Type of Service	Local 24*7
Year of Vehicle Model	2022 , 2023 , 2024 , 2025
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any

Specification	Values
<b>Addon(s)/एडऑन</b>	
Outstation night charges applicable	Yes

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Sunita	175001,O/O GMTD BSNL, TARNA HILL MANDI(HP)175001	5	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 4</li> <li>Duration in Months for which service is required : 12</li> </ul>

#### Monthly Basis Cab & Taxi Hiring Services - SUV; 1500 Km X 260 Hours; Local 24\*7 ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero , Tata Sumo
Usage Variant	1500 km x 260 hours
Type of Service	Local 24*7
Year of Vehicle Model	2022 , 2023 , 2024 , 2025
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>Addon(s)/एडऑन</b>	
Outstation night charges applicable	Yes

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Sunita	175001,O/O GMTD BSNL, TARNA HILL MANDI(HP)175001	1	<ul style="list-style-type: none"><li>Estimated number of outstation nights per month per vehicle : 4</li><li>Duration in Months for which service is required : 12</li></ul>

**Monthly Basis Cab & Taxi Hiring Services - SUV; 1500 Km X 260 Hours; Local 24\*7 ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero , Tata Sumo
Usage Variant	1500 km x 260 hours
Type of Service	Local 24*7
Year of Vehicle Model	2022 , 2023 , 2024 , 2025
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>Addon(s)/एडऑन</b>	
Outstation night charges applicable	Yes

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Sunita	175001,O/O GMTD BSNL, TARNA HILL MANDI(HP)175001	1	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 4</li> <li>Duration in Months for which service is required : 12</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Scope of Work**

Tender is for hiring of 7(seven) numbers of vehicles for Mandi BA for monthly limit of 1500Km for SUV and MUV vehicles detailed below with provisions of extra 500KM/Vehicle/Month (with prior approval of CGMT HP) and maximum 4 nos. of night charges/vehicle/month. The bidder is required to provide 7(seven)) commercial vehicles not older than 2022 model fully conforming to RTA/RTO regulation along with fuel, driver etc. and carryout periodical maintenance and execute the work through their supervisor.

**Monthly KM Hire Slab:**

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which vehicles are required with licensed drivers, registered as commercial vehicles on Hiring basis and the estimated number of such hiring per Month are tentatively indicated below.

Sr. No.	Name of Station	Areas where the Govt. Tax / Levy / Duties for plying the vehicles is to be borne by the	Qty.	Approved Monthly KMs	Type of Vehicle

		service provider			
1	Area under, O/o PGMTD Mandi BSNL HP	Himachal Pradesh	5	1500	Non-Air-Conditioned vehicles like M&M Camper (MUV) or similar type (Not older than 2022 Model)
2.	Area under, O/o PGMTD Mandi BSNL HP	Himachal Pradesh	1	1500	Non Air-Conditioned SUV vehicles like Hyundai Creta, Mahindra Scorpio, Mahindra Bolero etc. (Not Older than 2022 Model).
3.	Area under, O/o PGMTD Mandi BSNL HP	Himachal Pradesh	1	1500	Air-Conditioned SUV vehicles like Hyundai Creta, Mahindra Scorpio, Mahindra Bolero etc. (Not Older than 2022 Model).
		Total	7		

The tables shown in PLAN above are only indicative and for regular work, the actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. Quantity indicated is only for evaluation, but actual use will depend on BSNL requirement. The additional requirement for a short period to meet the "Peak Operational requirement" if any on, day to day basis is also to be met with at the same rate quoted for regular work on pro rata basis. The number of such requirements is not anticipated in this tender but may not exceed 50% of the above total estimated quantity.

**\*Note: - Normally the vehicles will be used within jurisdiction of Mandi BA, However, successful bidder may be asked to station the Vehicles at any site under the jurisdiction of The CGMT BSNL Himachal Pradesh Telecom Circle, Shimla at the approved rates within the agreement/extension work or period.**

The detail of controlling user of 07 vehicles is as below:

S.No.	Location	Type of vehicle	AC or non - AC	Controlling user
1	Sundernagar	MUV	Non AC	DET Transmission Sundernagar
2	DGM Kullu/ Pool	SUV	Non AC	DGM Kullu
3	Karsog	MUV	Non AC	SDOT Karsog



4	Dharampur	MUV	Non AC	SDOT Sarkaghat
5	GM Mandi	SUV	AC	GM BA Mandi
6	Kullu Outdoor	MUV	Non AC	DE Outdoor Kullu
7	Manali	MUV	Non AC	SDOT Manali

**The estimated cost for hiring of 7 vehicles in Mandi BA is detailed below:**

Sr.no	Type of vehicle required	Qty required	Services required			Estimated cost for seven vehicles for one month incl. GST
			Monthly Hire Slab/vehicle/month Up To 1500 KM/260 hrs for MUV and SUV Non-A C & 1500K.M /208 hrs for Sedan A.C ( X)	Extra Km/vehicle/month Up To 500 KM (Y)	Night Halt charges Applicable for or out of station only 4 nights per vehicle per month(Z)	
1	Non-Air-Conditioned MUV or similar type)	5	Rs. Rs40,000/- per vehicle	8/- K.M	200/- per night	Rs.2,24,000/-
2	Non Air-Conditioned SUV vehicle or similar type	1	Rs. 41,000/- per vehicle	8/- K.M	200/- per night	Rs.45800/-
3	Air-Conditioned SUV vehicle or similar type	1	Rs. 41,000/- per vehicle	8/- K.M	200/- per night	Rs. 45800/-

**Estimated cost =315600/- per month \*12 = 37,87,200/- per year (incl. GST)**

**The above estimated cost is for the purpose of EMD only.**

Bidder will have to quote the rates for Monthly Hire Slab (i.e. 1500 K.M and 1500 K.M)/vehicle/month and Night Halt charges applicable for outstation only 4 nights per vehicle per month. Rates of Extra K.M/ vehicle/month up to 500K.M remain fixed as mentioned in the table.

**Prices:-**

- a) The rates should be on monthly basis. Each vehicle will be hired for minimum 1500 Kms and 1500 per month as detailed in above table. The charges for using extra Kms beyond permissible limit will be paid per km at approved rates.
- b) 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.
- c) 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.

**Price Revision:**

- a) 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:

Increase or decrease in Petrol/Diesel during the month =

$$\frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre} - \text{Base rate per litre})}{\text{Average KM per litre of Diesel / Petrol consumption (KMPL)}}$$

(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 as 9 Kms in case of AC cars and 12 Kms in case of Non-AC Cars in both petrol & diesel driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill.

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

#### Service Provider 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 Mandi BA. The essence of the contract is to provide prompt, punctual, efficient, safe, courteous and quality service.
2. Quantity of vehicles to be hired is 7(Seven) vehicles as per details mentioned in scope of work. However BSNL shall place the order only as per the actual requirement from time to time.
3. Duty hours of vehicles are normally for eight 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 one day in advance for regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. Reporting place for vehicles is within the jurisdiction of controlling officer. Actual place of reporting shall be specified by users of vehicles.
6. Counting of distance will be from the starting point of the user and closing at the point where 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 numbers 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 will be borne by the Service Provider.
  - (vii) Parking / Toll Charges, if any, may be claimed by producing valid parking / toll slips. The vehicle should be provided with 'Fastag' for "TOLL" in National Highway or Elsewhere.
  - (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 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) 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

- stery, seats etc.
- (xii) Unused KMs if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A Certificate to this effect is given on the body of bill while submitting claim for payment.
- (xiii) The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do work.
- (xiv) Risk coverage of life of the driver deployed by the tenderer for operation of vehicle will be responsibility of tenderer. BSNL will not be liable on this account.
- (xv) Payment of any Govt. tax or duty for plying the vehicles in the areas mentioned in the schedule of requirement and services to be provided will be liability of contractor.

#### **9. Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of BSNL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

#### **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 immediately or not more than one hour. In case of non-availability of suitable Vehicle, a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the

he period.

- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of BA Head would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than specified Model.
- (vi) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.
- (vii) The consignee will certify the penalty to be imposed, if any.

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#### **Buyer specific Terms & Conditions**

##### **Section-1**

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In case of any difference between conditions of GeM Portal vis. a vis. ATC Conditions, ATC shall prevail over the GeM conditions.

#### **1. Generic**

**Documents required for Technical Evaluation of bids mentioned in Checklist for bidders (Annexure-VIII)**

**Note: - Annexure I to VIII can be downloaded from Link given at Buyer uploaded ATC document**

**2. Generic**

- i. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the buyer.
- ii. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.
- iii. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations thereunder.
- iv. Successful bidder may be asked to carry out an additional 100% quantum or duration of the estimated work at any site under the jurisdiction of the CGMT HP Telecom Circle, Shimla at the approved rates within agreement/extension period.
  - a) Duration of the service contract may be extended up to 1 year along with 100% of contract value beyond the initial contract duration/value.
  - b) The Buyer can increase or decrease the quantum of work by the contract quantity up to 25 percent.

**Note: - Extension at approved rates will be binding on the contractor.**

- 3. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder has to upload undertaking to this effect along with the bid.**

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

- a) 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.
- b) BSNL H.P Circle may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, doesn't prejudice or affect the relative ranking of any bidder.
- c) The Chief General Manager, HP Telecom Circle, Shimla reserves the right to reject any or all tenders without assigning any reason and also reserve the right to distribute the work among the joint L1 bidders in case to more than one L1.

**5. Payment Terms:-**

**5.1 100% payment shall be made on receipt of Services by consignee preferably within 90 days from the date of submission of complete invoices with all documents furnished by the Service provider along with certificate that the service supplied satisfactory. For claiming this, following documents are to be submitted to the paying authority.**

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, Outstation charge, and Services Tax (GST) etc.
- (b) Proof of payment of GST, if applicable.
- (c) Timely uploading of correct and necessary information on GSTN portal is mandatory as per

escribed in GST compliances.

- (d) The contractor will submit copy of logbook sheet, document of salary/wage payments to driver and valid identity proof of the driver to the consignee to run SES.
- (e) The contractor will submit the invoice to AO (Claim) along with the EPF and ESI documents, (if applicable).

**Note :-** 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

3) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

4) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

5) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of service provider's default.

6) Contractor will make due payment to the entire vehicle owner / his employees engaged for execution of work specified in the tender, as per laws every month insulating it from payments from BSNL. Delay in bill payment will not be an excuse for not providing a vehicle.

7) All statutory formalities are to be borne by Vendor and fully responsible for any type of dispute.

**5.2** Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

**5.3** No advance payment shall be made to the Service Provider.

**5.4.** The price quoted shall cover all aspects of service delivery

**5.5** All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same

**5.6** Payment Cycle: Monthly

## **6. Forms of EMD/Bid Security**

It will be equal to 2.5 % of estimated cost i.e. Rs 37,87,200/\*2.5%= Rs 94680/-.The bidder shall furnish the bid EMD in one of the following ways (preferably through online): -Online payment / DD/BG valid for 180 days from date of opening of bids as per format attached as Annexure-V. No interest will be paid by BSNL against EMD deposited by bidder.

a) On-line payment shall be made for beneficiary detailed below:

1	Beneficiary Name	AO (CLAIM )
2	Beneficiary Address and Email ID	AO (CLAIM) O/o CGMT (BSNL) HP Circle, SDA Complex, Block No.9, KASUMPTI, S HIMLA-171009. Email ID. bsnlefcircle@gmail.com
3	Beneficiary Bank A/c. no.	510101005313741
4	Bank Account type (Savings/Current for cash credit)	Current Account
5	Nine Digit MICR Code of the Bank Appearing on the Cheque Book issued by the bank	171026005
6	Bank Name	UNION BANK OF INDIA SHIMLA
7	Branch Name & Address with Telephone Number	UNION BANK OF INDIA SHIMLA, KASUMPTI Shimla-171009. Telephone No. 0177-2622044, 2621203
8	IFSC (Indian Financial Services Code).	UBIN0905755

b) Account Payee Demand Draft in favor of AO (Claim), O/o CGM Telecom, HP Circle, Shimla" and payable at "Shimla"

#### 7. Performance Security:-

(a) Successful Bidder will submit the Performance Security @5% of contract Value in the form PBG (as per Annexure- VI) /Online/DD/FDR within 14 days of issue of LOI/APO. The Bank Guarantee to be furnished should be strictly in BSNL format issued by an Indian Nationalized/ Scheduled Bank.

(b) The Performance security as stated above is applicable up to the contractual value. Beyond contractual value, the additional performance security @5% shall be required to be deposited by contractor. No interest shall be paid on performance security amount as per point (a) above.

(c) The proceeds of the performance security shall be payable to the Buyer as compensation for any loss resulting from the service provider's failure to complete its obligations under the contract.

(d) The performance security Bond will be discharged by the buyer only after completion of the service provider's performance obligations and upon receipt of No Claim/No Dues Certificate from the Nodal Officer/ Officer In-charge of Business Area. Delay by the service provider in the performance of its obligations under the contract shall render the service provider liable to forfeiture of its performance security.



## **8. Mandatory Certificates required for eligibility conditions:-**

- a) The self-attested copy of experience certificate issued by the competent authority and bidder should have an experience of 1 year during 1.4.2021 to 28.02.2025. (Work orders and GeM contracts will not be considered as experience)
- b) The bidder should have at least One year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.
- c) Number of vehicles demanded should have been provided in a single contract to a government agency in the past three years=2
- d) The firm should have preferably a total turnover of 9 (nine) lakhs in total in last 3 years till period ending 31.03.2024.
- e) Fleet of owned vehicles with service provider/Number of Vehicle registered: Proof of ownership (Copy of Registration Certificate) of minimum number of vehicles / lease agreements for hiring of vehicles (Leased/hired vehicle details may also be submitted along with lease deed) OR bidder may submit the Undertaking as per annexure-IV.
- f) The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than one (1) (i.e. 16.67% of the total vehicles to be hired) with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and commercial vehicles of model not older than 2021.
- g) Valid certificate of EPF in the name of agency/ firm.
- h) ESIC registration Certificate or Undertaking/Self declaration certificate for insurance/ESIC (Annexure-IV)
- i) Valid Certificate of registration for GST and PAN.
- j) A self-declaration by bidder that the bidder is not blacklisted/debarred by BSNL or GST or NSIC or MSME authorities (Annexure-IV). The Bidder whose near relative is/are employed in BSNL is not eligible to participate in tender as per (Annexure-IV).
- k) Copy of certificate/s from all the Directors/Partners of the firms/Sole Proprietors stating that none of his/her/their near relative working in BSNL as per Annexure-II.
- l) Self-Attested copy of Certificate of Registration from Registrar of firms/GST (in case of partnership firm) /certificate of incorporation from Registrar of companies and copy of Article/Memorandum of Association (in case of company)/ affidavit of ownership (in case of Sole proprietorship).

### **Note:-**

- 1) **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 2) **EMD & Performance security** should be in favour of Beneficiary, wherever it is applicable.
- 3) If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 4) **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. In respect of bid for Services, the bidder must be the Service provider of the offered Service. If L-1 is not an MSE and MSE Seller(s) has/ have quoted price within L-1+15% of margin of purchase preference/ price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and on acceptance to work on L1 rate, 100% contract will be awarded to such MSE Bidder.

- 5) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO / LoI & not submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 6) Any vendor since 1-4-2024 onwards, who participated in the tender for similar type of works in H.P circle and fails to obey BID conditions /contractual obligations, is not allowed to participate in the tender. In case he participated his technical bid will not be evaluated and will be declared disqualify in technical evaluation.

**9. Beneficiary:**

AO (Claim) O/o CGMT BSNL HP, Block no.11, SDA complex, Kasumpti, Shimla-171009 Bharat Sanchar Nigam Limited (BSNL)

**10. CLARIFICATION OF BIDS**

- i) To assist in the examination, evaluation and comparison of bids, BSNL, at its discretion, may ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- ii) If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

**Input Tax Credit (ITC) and Reverse Charge (RCM) Details:-**

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	Optional RCM
NA	NA	Yes	5%	NA	No

**11. Delivery Schedule: within seven days after signing of agreement by bidder.**

12. **Financial Evaluation:** - Bidder will have to quote the rates for Monthly Hire Slab/vehicle/month and Night Halt charges applicable for out of station only. Financial Evaluation of Bid will be done by adding the rates (incl. GST) quoted by the Bidder for the Monthly Hire Slab/vehicle/month, Night Halt charges applicable for out of station only and the rates for Extra K.M remain fixed as per Table below:-

S. no.	Type of vehicle required	Qty Required	Services required			Estimated cost of vehicles for one Year incl. GST
			Monthly Hire Slab/vehicle/month Up To 1500 KM/260 hrs. for MUV and SUV Non-AC. & 1200K.M /208 hrs. for Sedan A.C) (X)	Extra Km/vehicle/month Up To 500 KM (Y)	Night Halt charges Applicable for out of station only 4 nights per vehicle per month(Z)	
1	Non-Air-Conditioned MUV or similar type	5	Rated quoted by Bidder per vehicle Say (A)	Fixed in tender @8/- K.M	Rated quoted by Bidder per vehicle Say (C)	$5*A*12+5*500*8/-*12+5*4*C*12=G$
2	Non Air-Conditioned SUV vehicle or similar type	1	Rated quoted by Bidder per vehicle Say (B)	Fixed in tender @8/- K.M	Rated quoted by Bidder per vehicle Say (D)	$1*B*12+1*500*8/-*12+1*4*D*12=H$
3	A.C SUV vehicles or similar type	1	Rated quoted by Bidder per vehicle Say (E)	Fixed in tender @8/-/- K.M	Rated quoted by Bidder per vehicle Say (F)	$1*E*12+1*500*8/-*12+1*4*F*12=I$

Estimated cost of vehicles for one Year incl. GST = G+H+I=J

Ranking of bidder for deciding L-1 Bidder will be derived by comparing the rates derived from above table i.e. Rs."J".

### **13. ARBITRATION:-**

#### **I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

(1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties' consent for the same; otherwise, he shall proceed de novo.

5. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

**Fast track procedure - (1)** Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

**(2)** The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

**(3)** The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

**(4)** The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

**(5)** If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

**(6)** The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)</b>
<b>Up to Rs. 5 crores</b>	<b>Within 6 months (Fast Track procedure)</b>
<b>Above Rs. 5 crores</b>	<b>Within 12 months</b>

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises(CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s)/organizations(s)(excluding disputes concerning Railways, Income Tax, Customs & Excise departments).Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

### **III. APPLICABLE LAW AND JURSDICTION**

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

### **14. Termination of Contract:-**

I. In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), BSNL may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days' notice in writing to the Service Provider.

II. 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.

III. 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.

## **Section-II**

### **Documents to be submitted ONLINE (on GeM Portal) by bidder:**

1. Experience/ Performance Certificate as per BID clauses. (Exempted for MSEs & Start-up bidders, bidder is required to furnish the relevant certificate).
2. "Annual Turnover Report of last three financial years duly audited/certified by a CA firm" as per BID clauses (exempted for MSEs & start-up bidders, bidder is required to furnish the relevant certificate).
3. Scanned copy of document i.r.o. EMD followed by submission of original bank instrument. (except for exempted category of bidders like MSEs, start-up etc., but such bidders are required to furnish the relevant certificate)
4. Valid certificate of EPF in the name of agency/ firm.
5. ESIC registration Certificate or Undertaking/Self declaration certificate for insurance/ESIC (Annexure-IV)
6. Valid Certificate of registration for GST and PAN.
7. A self-declaration by bidder that the bidder is not blacklisted/debarred by BSNL or GST or NSI

C or MSME authorities (Annexure-IV).

8. Copy of certificate/s from all the Directors/Partners of the firms/Sole Proprietors stating that none of his/her/their near relative working in BSNL as per Annexure-II.
9. Self-Attested copy of Certificate of Registration from Registrar of firms (in case of partnership firm) /certificate of incorporation from Registrar of companies and copy of Article/Memorandum of Association (in case of company)/ affidavit of ownership (in case of Sole proprietorship).
10. Proof of ownership (Copy of Registration Certificate) of minimum number of vehicles, or lease agreements of hiring of vehicles or undertaking as per annexure-IV regarding that vehicle will be hired on lease/purchased before signing the agreement.
11. Undertaking/Self declaration certificate for Tender T&C Acceptance
12. Bid Document signed on each page.
13. An Undertaking in the format given at ANNEXURE- 1 on the Company's letter head shall be submitted in Original to ensure the compliance of the order issued vide F. No: 6/18/2019-PPD dated 23.07.2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications.

If any of the above Mandatory Eligibility Documents is not submitted by Bidder, the Bid of such bidder may be summarily rejected. The Eligibility document should be duly stamped and signed by the Bidder before submission.

**Other documents:**

14. Bank Mandate form.
15. ITR for last three financial years.
16. Self-Attested copy of Power of attorney (if issued for purpose of all tenders) /Original Power of Attorney if issued for specific tender duly attested by the Notary public in case any person other than Owner/Partners of firm/Directors of Company has signed the tender document. Details like full name, mobile number, e-mail id and specimen signature of Authorized person might be provided.
17. Any Other documents required as per clauses in BID.
18. Check list as per annexure-VIII

**Note1:-**The bidders participating in the said tender should ensure the compliance of the order issued vide F. No:6/18/2019-PPD dated 23.07.2020 by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications. (pl. refer <https://www.doe.gov.in/> for further details). An Undertaking in the format given at ANNEXURE- 1 on the Company's letter head shall be submitted in Original, along with the Bid documents.

**Note2:-** The successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (pl refer Note 1 above.)

**Note3:-** If the certificates given by Bidder in the tender documents regarding their compliance with order stated in Note1 & Note2 is found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.

**Note4:-** If any Joint Venture/Consortium (or any legal structure/business entity created by two or more parties, characterized by shared ownership/shared returns and/or risks/shared governance) participates in the Bidding, it must submit all documents like experience certificate, GSTIN, ITR, technical bid documents etc. in name of JV only. Submission of said documents only pertaining to any/few member(s) of JV will lead to rejection of its bid.

**Note5:-** Supplier shall ensure that the Invoice is raised in the name of AO (Claim) O/o CGMT HP Circle, Shimla with GSTIN of Consignee only.



**Note6:-** While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**Note7:-**All required Annexure should be on letter-head of bidder's firm or company except Annexure -III to be submitted as Affidavit.

**Note8:-** Bidder can be called upon to submit any of the above documents physically (hard copy) for clarification during any stage of tendering process or during the period of contract.

**Note9:-**The onus of genuineness of the documents submitted to meet the eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments, GST etc. or submitted as supporting documents with the bid to meet other terms & conditions of the tender lies with the bidder. Submission of any forged/fake document during the tendering process or any document found forged/fake during the period of contract may invite stringent action against the concerned vendor as per BSNL's applicable rules such as rejection of bid of the vendor or even cancellation of contract respectively.

### **Section-III**

#### **Documents to be submitted OFFLINE physically (Hard Copy) by Non- MSE bidders**

Intending bidders may download bid document from GeM Portal. The bid is to be submitted only online through GeM Portal. The Tender document will not be issued by post / courier.

**Documents to be submitted OFFLINE physically by Non - MSE bidders:**

**Bid Security (EMD):** - The bid security is Rs **94680/-** .Signed copy of Bank Transaction details with UTR Number towards the successful e-payment for EMD to BSNL in bank account of AO (CLAIM) O/o CGMT BSNL HP, Shimla A/c: 510101005313741, IFSC: UBIN0905755 or Original of DD/ Preferably Bank Guarantee (Bank cheque not allowed).

**In case of non-MSE bidders, online bid will be opened only of those bidders whose offline documents would reach physically as per specified time before tender opening.**

services of entity from such countries unless such entity is registered with the Competent Authority.

Or

(b) I certify that M/s \_\_\_\_\_ (name of Bidder) is from such a country and has been registered with the Competent Authority.

I also certify that M/s \_\_\_\_\_ has products/services of entity from such countries and these entity/entities are also registered with the Competent Authority.

I also certify that M/s \_\_\_\_\_ has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s \_\_\_\_\_ (name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder  
) Name & address of the Bidder with stamp

**Note: 1. Give certificate for either (a) or (b).**

**2. Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded along with the bid/offer.**

**3. Bidders are advised to attach/upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer.**

**Annexure-II**

**Format for Non-Employment of near-relative in BSNL**

I \_\_\_\_\_ S/o/D/o \_\_\_\_\_ R/o \_\_\_\_\_

\_\_\_\_\_ Here by certify that none of my relative is /are employed either directly recruited or on deputation in BSNL unit. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Definition of near relatives: -**

- (a) Members of Hindu Undivided family,
- (b) They are husband and wife,
- (c) The one is related to the other in the matter as father, mother, son(s) and son's wife (daughter in law), Daughter(s) & Daughter's Husband (Son-in-law), brother(s) & brother's wife, sister(s) & sister husband (brother-in-law).

**Signature of Tenderer**

**Name: -**

**Address: -**

The bidder (s) should give a certificate as above on the letter head of the firm to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender / work will be cancelled and Security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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**Annexure-III**

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**AFFIDAVIT (on Rs 10 /- Stamp paper)**

-

I, \_\_\_\_\_, S/o/D/o \_\_\_\_\_, resident of \_\_\_\_\_  
\_\_\_\_\_ do hereby affirm and declare as under: -

1. That I am the owner/proprietor/partner/director of the firm/public/private company situated at \_\_\_\_\_.
2. That I do not have any court case against BSNL/ any BSNL unit subjudice.

**Deponent**

**Verification-**

I, the above-named deponent does hereby verify that contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Verified at \_\_\_\_\_ on this \_\_\_\_\_

**Deponent**

**Annexure-IV**

-

**Undertaking/Self Declaration**

**Tender Reference No and Tender dated:** \_\_\_\_\_

**I/We/ M/s \_\_\_\_\_, S/o/D/o \_\_\_\_\_, do hereby affirm and undertake: -**

- 1) That ..... (Numbers) of vehicle are owned/on lease agreement with my firm. Proof of ownership (Copy of Registration Certificate) or lease deed agreements for hiring of vehicles are attached.**
- 2. That vehicles apart from above will be hired on lease/purchased before signing the agreement and lease agreements/purchase documents will be submitted (in case of award of work).**
- 3) That I have not been blacklisted/debarred by BSNL or GST or NSIC or MSME authorities.**
- 4) That I have read and examined the bid documents relating to the full scope of work/ name of work of this tender. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.**
- 5) That medical insurance/ESIC of staff deployed will be submitted within one month of signing of agreement as applicable**

**Signature of Tenderer**

**Name: -**

**Address: -**

**Annexure-V**

**PROFORMA**

**For the BID SECURITY/ EMD Guarantee**

**(To be typed on Rs.100/- non-judicial stamp paper)**

**Sub: Bid Security/EMD guarantee.**

**Whereas M/s ..... R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20.... (hereafter known as the "Validity date") in favour of CGMT BSNL HP circle, 107, Kasumpti, Shimla (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no. ....**

**Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. Office address as ... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:**

- (c) We 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 damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL 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 the "B. G. Amount".**
- (d) We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall**

all be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

(e) We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and 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 and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

(f) We 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 hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(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. Notwithstanding anything herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " AO (Claim), BSNL HP O/o CGMT HP Telecom Circle, Kasumpti, Shimla " payable at Shimla.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....



**ANNEXURE-VI**

**Performance Guarantee**

**(To be typed on Rs.100/- non-judicial stamp paper)**

**Dated.....**

**Sub: Performance Guarantee.**

**Ref: BSNL Tender No. dated:-**

- 1. Whereas, CGMT ,HP Circle, Shimla. (Hereafter referred to as BSNL) has issued an APO no.**

**..... Dated ...../...../20.... awarding the work of ..... ..**

**.....to**

**M/s**

**..... R/o .....**

**..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of CGMT , BSNL HP Circle, Kasumpti, Shimla.**

**(Hereafter referred to BSNL) of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date") now at the request of the Bidder, We**

..... Bank .....Branch having  
..... (Address) and ..... Regd. Office address as .....

..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything here in contained;
  - a. The liability of the Bank under this guarantee is restricted to the B.G. Amount and it will remain in force up to its Validity date.
  - b. The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim),BSNL O/o CGMT HP Telecom Circle, Shimla" payable at Shimla
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date.....

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: ..... Name of the Bank officer: .....

Designation: ..... Complete Postal address of Bank: .....

.....

Telephone Numbers .....

**Fax numbers .....**

**Annexure-VII**

**Mandate Form /details of Bidders**

- 1. Beneficiary Bank name :**
- 2. Beneficiary Branch name :**
- 3. IFSC code of Beneficiary Branch :**
- 4. Beneficiary account no. :**
- 5. Branch Serial No. (MICR No.) :**
- 6. Cancelled Cheque is to be enclosed.**

**ANNEXURE-VIII**

**CHECK LIST FOR THE BIDDERS**

**Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.**

**Estimated Cost of Tender: Rs 37,87,200/- per year (incl. GST)**

**Documents forming part of the bid: -**

	CHECK LIST		
Sl. No.	DOCUMENTS	Documents attached/Not attached	(If Not Applicable, reason in brief)
1	<p><b>Bid Security in the form of Online transaction/EMD/DD for</b></p> <p><b>Rs 94680/-valid up to 180 days from the date of tender opening (as per clause-5 of User Specific Terms &amp; conditions).</b></p> <p><b>Or</b></p> <p><b>A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid. Valid NSIC certificate</b></p> <p><b>The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</b></p>		
2	<b>MSME/NSIC certificate</b>		
3	<b>GST registration Certificate</b>		
4	<b>EPF registration Certificate</b>		
5	<b>Article/ Memorandum of Association of company, if applicable</b>		
6	<b>Experience certificate</b>		
7	<b>Copy of PAN Card</b>		
8	<b>Turnover of last three financial years (2021-22, 2022-23 and 2023-24).</b>		
9	<b>Certificate of Registration of firm, if applicable</b>		
10	<b>Signed copy Annexure-I</b>		
11	<b>No near relative certificate (Annexure - II)</b>		
12	<b>Sole proprietorship Affidavit (as per annexure-III)</b>		

14	Undertaking/Self declaration certificate for Tender T&C Acceptance(Annexure-IV)		
15	ESIC registration Certificate or Undertaking/Self declaration certificate for insurance/ESIC (Annexure-I V)		
16	Undertaking/Self declaration certificate for not blacklisted/debarred by BSNL or GST or NSIC authorities (as per Annexure-IV)		
17	Proof of ownership (Copy of Registration Certificate) of minimum number of vehicles or Undertaking as per annexure-IV for Hired/Leased vehicle		
18	BID document signed on each page.		
19	Income tax return of last three financial years (2021-22, 2022-23 and 2023-24).		
20	Power of Attorney if applicable.		
21	CHECK LIST FOR THE BIDDERS (annexure-VIII)		

For and on behalf of M/s (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company rubber stamp/seal

Place.....

Date.....

-

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---