



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

E-Tender No.RCNGN/HYD/A-13/TENDERS/2018-19/14, Dt.06.08.2018.

E-TENDER DOCUMENT
FOR
HIRING OF VEHICLES
at GM (RCNGN) Office, Telephone Bhavan, Saifabad,
Hyderabad – 500 004.

IMPORTANT DATES

Last date of online submission of bids: up to 14:30 hrs of 14.09.2018
Date/Time of online bid opening: 15:00 hrs of 14.09.2018

Office of the General Manager
Regional Centre for Next Generation Network
9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004.
Tel. 040-23325515, Fax 040-24260001

Cost of Tender Document: INR 600/- (Plus GST 18%)

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Kindly submit your offers by means of online bids only for electronic tendering at the portal detailed in “Special Instructions to bidders for E-Tendering” upto 14.30 hours of 14.09.2018 and Technical bids will be opened at 15.00 hours of 14.09.2018.

SECTION – I (Part-A)



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NCNGN CIRCLE

Office of the General Manager
Regional Centre for Next Generation Network
9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004.
Tel. 040-23325935, Fax 040-24260001

NOTICE INVITING TENDER

E-Tender No.RCNGN/HYD/A-13/TENDERS/2018-19/14, Dt. 06.08.2018

1.

Available period of e-tender document for downloading	Website from where the document is to be downloaded	Tender fee payable by bidders other than MSME (Rs.)	Bid security payable by bidders other than MSME (Rs.)	Due date of submission of bids online & offline	Due date for opening of technical bids
From 00.00 hr of 07.08.2018 to 14.00 hr of 14.09.2018	https://www.tenderwizard.com/BSNL or www.ncngn.bsnl.co.in following "Link for E-tenders"	Rs. 600/- (Rs. Six hundred only) + GST 18%	Rs.24,000/- (Rs. Twenty four Thousand only)	Upto 14.30 hrs of 14.09.2018	15.00 hrs of 14.09.2018

2. On behalf of Chief General Manager, Bharat Sanchar Nigam Limited, NCNGN, New Delhi Digitally sealed tenders are invited through E-tendering process from prospective Service Providers having at least one vehicles and hold a valid certificate of one year before the date of NIT from a competent authority of any PSU / Central / State Govt. or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing at least one commercial vehicles.

3. Purchase of Tender Document:

3.1. Tender document can be obtained by downloading it from the website www.ncngn.bsnl.co.in following "Link for E-tenders" or <https://www.tenderwizard.com/BSNL>. The tender document for participating in e-tender shall be available for downloading during the period and from the website mentioned at Clause 1 of section-I (NIT)

3.2. Bidders must register on the e-tender portal, if not registered earlier, follow all the instructions for participating in the bidding of the tender.

3.3. The bidders cannot participate in the tender without downloading official copy of the tender document.

- 3.4. The Tender document shall not be available for download after its submission/closing date
- 3.5. Bidders downloading the tender document are required to submit the tender fee amount through DD to an amount mentioned at Clause 1 of section-I (NIT) along with the tender bid, failing which the tender bid shall be liable to be left unopened/rejected. The DD shall be drawn from any Nationalized/Scheduled bank in favour of "Account Officer (Cash) NCNGN, New Delhi" payable at New Delhi
- 3.6. The cost of Tender Document is free to MSE bidders on production of requisite proof in respect of valid certification from MSME for the Tendered item.
- 3.7. BSNL, NCNGN Circle, New Delhi has decided to use process of e-tendering only for inviting this tender and thus the physical copy of the tender would not be sold anywhere

4. Availability of the tender document:

- 4.1. The tender document shall be available for downloading during the period mentioned at Clause 1 of section-I (NIT).
- 4.2. Physical copy of the tender document would not be available for sale

5. Bid Security :

- 5.1. The bidder shall furnish the bid EMD for the amount mentioned at Clause 1 of section-I (NIT) in any one of the following ways –
 - (a) Demand Drafts drawn in favour of "Accounts Officer (Cash), NCNGN, New Delhi" and payable at New Delhi.
 - (b) The MSE units shall be exempted from submission of Bid security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item
- 5.2. Bidders shall have to deposit Bid Security of amount Rs.24,000/- (Rupees Twenty four thousand only) in the form of DD / Banker cheque.

6. Date & Time of Submission of Tender bid:

- 6.1. Last Date/ Time of submission of Bid Online: Up to the time and date mentioned at Clause 1 of Section-I (NIT).
- 6.2. Last Date/Time of Submission of documents in hardcopy: Up to the time and date mentioned at Clause 1 of section-I (NIT) for submission of bids.

Note: In case the date of submission (opening of bid date) is declared to be a holiday, the submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders respectively

7. Online opening of Tender Bids:

Tenders will be opened at the time and date mentioned at Clause 1 of section-I (NIT) for opening of Technical bids

8. Place of opening of Tender bids:

BSNL has adopted e-tendering process which offers a unique facility for “Public Online Tender Opening. Event (TOE)” BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the O/o Office of the General Manager Regional Centre for Next Generation Network 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004, where BSNL’s Tender Opening Officers would conduct Public Online Tender Opening Event (TOE).

9. Tender bids received after due time & date will not be accepted
10. Incomplete, ambiguous, Conditional, tender bids are liable for rejection.
11. CGM, NCNGN, New Delhi reserves the right to accept or reject any or all tender bids without assigning any reason. CGM, NCNGN is not bound to accept the lowest tender
12. The bidder shall ensure that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://www.tenderwizard.com/BSNL>).
13. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily
14. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>)

Note:- All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization.

Divisional Engineer (Admn),
Office of the General Manager
Regional Centre for Next Generation Network
9th floor, Telephone Bhavan, Saifabad,
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Tel. 040-23325515, Fax 040-24260001

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On line digitally sealed tenders are invited by DE (Admn), RCNGN, BSNL, 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004 from the prospective Service providers having minimum 4 commercial vehicles of various types and models owned with Registration Certificate in the name of the Service provider, towards hiring of vehicles in **Hyderabad** as per following details:-

Name of The item	Type	Estimated Quantity (Nos)	Estimated Cost of Tender	Tender Document Fee	E tender Processing Fee	Bid Security/ Earnest Money Deposit amount (3% on estimated cost of tender)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Hiring of Vehicle	Non-AC Indica or Equivalent	Two	Rs.8 Lakhs (Rupees Eight lakhs Only)	Rs.600/- (Rupees Six Hundred Only)	Rs. 590/- (Rupees Five Hundred Ninety Only)	Rs.24,000/- (Rupees Twenty four Thousand Only)

Date of start of tender document availability: 00.00 Hrs of 07.08.2018.

Last date of receipt of tender is 14.09.2018.

For further detailed information, kindly visit our website www.ncngn.bsnl.co.in and follow “Link for E-Tenders by BSNL” or <https://www.tenderwizard.com/BSNL>

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SECTION – II (Part-A)

Tender Information

1. Type of tender:

Single Stage bidding- There are two stage opening using two electronic Envelopes.

Note: The Eligibility-cum-technical Bid will be opened in the presence of the representatives of the bidders at the time and date mentioned in Clause 1 of section-I (Part-A) NIT. Financial bids of technically and commercially eligible bidders shall be opened at a later date.

2. Bid Validity Period:

180 days from the tender opening date .A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

3. List of Documents required:

There will be two envelopes system, the first envelope will be named as techno commercial and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents.

(a) Techno-Commercial envelope shall contain:

- i. EMD (Bid Security).
- ii. Cost of the tender documents i.e. tender fee (Rs.600/-) plus GST 18%.
- iii. Bidder's profile duly filled and signed.(Section-V / Annexure-2)
- iv. Near Relation Certificate in Proforma duly filled & signed. (Appendix-II)
- v. Documents stated in clause 3.4 of Section – IV.
- vi. Tender document digitally signed for having read it & accepted it.
- vii. Electronic Form -Technical (refer Appendix-I e-tendering instructions).

(b) Financial Envelope shall contain

- i. Electronic Form - Financial along with Price schedule (Section-V) for all relevant Plans of hired vehicles.

Note: At the time of opening the bids, initially offline submitted envelopes (as mentioned at Section-IV Clause 3.4) of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per clause 3.4 of Section-IV in a sealed envelope bearing tender number, name of item and the phrase" Do not open before (due date and time of opening of tender)".

SECTION-II (Part B)

SCOPE OF WORK

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The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc. and carryout periodical maintenance and execute the work through their Supervisor.

Scheduled Works:

Monthly Hire slab	Quantity of Non-AC Indica or equivalent	Period
2000 KM	2 (two)	ONE YEAR

The Table shown above is for regular work. The actual hiring may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption of duties and developmental activities etc. The requirement of hiring of vehicles is initially for a period of one year with a provision to extend for a further period of one more year.

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. Service to be provided on demand with vehicles having valid licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of **Hyderabad**. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. Quantity of Vehicles to be hired are shown in the Scope of Work. However BSNL shall place the order only as per the actual requirement from time to time from the empanelled transporters as per tender document.
3. Duty Hours of vehicles are normally for 12 (Twelve) 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 Hyderabad. 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 wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. Accuracy of Meters will be checked periodically by any authorized officer of BSNL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
8. Miscellaneous Conditions: - Service Provider should comply with the following:
 - (i) Telephones- Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) Identity Cards- Proper Identity Cards after verifying the antecedents of his drivers" thro" Local Govt. offices.
 - (iii) Documents of vehicles- The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised 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, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.

- (i) Govt. Tax / Levy / Duty other than GST for plying the vehicles in **Hyderabad** will be borne by the Service Provider.
- (vii) Parking / Toll Charges, if any, may be claimed by Producing valid parking / Toll slips.
- (viii) Drivers attested copy of driving license should be submitted during the contractual period.
- (ix) Consumables like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (xi) 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. Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure -6**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xii) Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) Unused KMs if any during a particular month 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.

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 misbehaviour 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 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 CGM, NCNGN, New Delhi would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than 2015 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.

SECTION-IV
GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

- 1.1. 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.
- 1.2. The bidder should own or have on company lease sufficient number of commercial vehicles registered as taxis not less than 1 (i.e. minimum 16.67 % of the total quantity estimated for hiring) with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2015 (year) shall be provided.

2. Right to Accept or Reject :

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

3. FORMAT AND SIGNING OF BID :

- 3.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid
- 3.2. The bid shall contain no inter lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid. One original set of documents establishing Prime eligibility conditions, Technical bids and financial bids in separate covers may also be dropped in the Tender box available in the Office of the General Manager, Regional Centre for Next Generation Network, 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004, before due date and time of opening Tender
- 3.3. DOCUMENTS COMPRISING THE BID:- Bidder shall furnish the documents as per Technical Bid Form (Tender's Profile) at Annexure-2.
Note: Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the E-TENDER Portal and original documents attested/authorized are to be dropped in the Tender box available in the Office of the General Manager Regional Centre for Next Generation Network 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004 offline in a sealed cover.

- 3.4. Technical bid should accompany the following certificate-
- Certificate of incorporation.
 - Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - GST registration.
 - EPF and ESI Registration certificate.
 - PAN Number. Copy of the PAN CARD is to be enclosed.
 - Documents of vehicle viz. RC book, Insurance, Fitness Certificate from RTO, Lease deed.
 - Certificate issued by RTO for commercial vehicles.
 - Experience certificate issued by Govt/PSU/Public agencies/firms/Organizations
 - Group insurance taken by the bidder for his drivers.
 - IT clearance certificate for the last two years.
 - No relative certificate.
 - Non Black list certificate
- 3.5. Rates should be quoted as per the Price Schedule for Hire Charges at Section-V and should be enclosed to Financial Bid Form at Annexure-1. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected
- 3.6. The duly filled tenders must be accompanied with a Demand draft valid for 180 days of amount Rs.24,000/- (Rupees Twenty four Thousand only) from the last date of tender as Bid Security.
- 3.7. No indication of the Prices shall be made in the Technical Bid
- 3.8. FINANCIAL BID:
- The Financial Bid shall be submitted as follows:
- a) Bid form in the prescribed format as per Annexure-I of Section-V.
 - b) Price Schedule as per Section-V.
- 3.8.1. The Financial Bid shall contain the firm and final rates in clear and unambiguous terms without any error, overwriting or corrections
- 3.8.2. Financial Bids not adhering to the prescribed format are liable to be rejected summarily
- 3.8.3. Any erasures/overwriting or corrections in the rates quoted shall render the tender liable for rejection.
- 3.9. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in Annexure-2. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- 3.10. Financial Bid of the technically eligible & responsive bidders only will be opened.

- 3.11. The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 3.12. A prospective bidder requiring any clarification on the Bid document shall notify to BSNL in writing. BSNL shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender
- 3.13. At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments
- 3.14. The amendments shall be notified (in writing) & in website to all prospective bidders and these amendments will be binding on them
- 3.15. The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process

4. SEALING AND MARKING OF BIDS:

- 4.1. The bid should be submitted as per clause 3 of Section-II (Tender information)
- 4.2. The bid should be submitted online using Single stage bidding & Two Envelope methodology
 - (a) The first envelope should be named Techno-Commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 3.4 with bid security as per clause 3.6 Section-IV
 - (b) The second envelope should be named as Financial bid containing price schedules as per Section-V
 - (c) The cover of first envelope should contain the "Original copy" of techno-commercial bid duly marked as "TECHNO-COMMERCIAL BID".
 - (d) The cover of second envelope should contain the "Original copy "of the financial bid, duly marked as "FINANCIAL BID"
 - (e) Both the envelopes should be sealed separately and further kept in a single
 - (f) main envelope under the personal seal of the bidder.
 - (f) All the envelopes shall be addressed to the purchaser at the following address:

Divisional Engineer (Admn),
Office of the General Manager, Regional Centre for Next Generation Network
9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004.
Tel. 040-23325515, Fax 040-24260001
 - (g) All the envelopes must bear name of the tender, the tender number and the words –
DON'T OPEN BEFORE" (Due date and time) and also mentioning item(s) for which the bid is submitted.
 - (h) The inner and outer envelopes should indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as received late.

- (i) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in clause 4.2(f) above). The responsibility for ensuring that the tenders are delivered in time vests with the bidder.
- (j) Bids delivered in person on the day of tender opening shall be delivered up to 14.30 hours to Office of the General Manager, Regional Centre for Next Generation Network, 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004 (at the venue address given in clause 4..2(k) below) of the tender opening. The purchaser (BSNL) shall not be responsible if the bids are delivered elsewhere
Venue of tender opening: Tender will be opened in the Office of the General Manager, Regional Centre for Next Generation Network, 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004, at 15.00 hours on the due date. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on a notice board
- (k) If both the envelopes are not sealed and marked as required by Clauses mentioned above the bid shall be rejected.

5. SUBMISSION OF BIDS:

- 5.1. Bids must be submitted online by the bidders on or before the specified date and time indicated in clause 6 of Section-I NIT
- 5.2. The Purchaser (BSNL) may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 3.13 of Section IV in which case all rights and obligations of the purchaser and bidders remain the same to the extended deadline

6. LATE BIDS:

No bid shall be accepted online by E-tender Portal after the specified deadline for submission of bids prescribed by the purchaser

7. CLARIFICATION OF BIDS

- 7.1. To assist in the examination, evaluation and comparison of bids, the purchaser (BSNL) may, at its discretion 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
- 7.2. 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 the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 8.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 5, subject to clarification of bids vide clause. – 7 above, no bid shall be allowed for modification subsequent to the deadline for submission of bids

9. Bid opening

- 9.1. The purchaser (BSNL) shall open bids online in the presence of the authorized representatives of bidders on line who chose to attend at time & date specified in Clause 1&7 of Section-I (NIT). The bidder's representatives, who present in there, shall sign in an attendance register. Authorised letter to this effect has to be submitted by the bidders before bid opening in order to allow them to participate in the bid. A Format is given in Section-V (Annexure-5).
- 9.2. A maximum of two representatives of any bidder can be authorized and permitted to attend the bid opening. Names of envelopes to be opened & information to be read out by Bid opening Committee.
- 9.3. In single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e the techno-commercial bid shall be opened on the date of tender opening given in Section-I (NIT). The financial bid will not be opened on the date of opening of Techno-commercial bids and the sealed financial bids will be handed over to Divisional Engineer (Admn), Office of the General Manager, Regional Centre for Next Generation Network, 9th floor, Telephone Bhavan, Saifabad, Hyderabad – 500 004 for retention. Thereafter the CET will evaluate Techno-commercial bids. Financial bid of the technically & commercially eligible bidders will be opened at a later date by BSNL, RCNGN office Hyderabad in front of techno commercially eligible bidders/authorized representatives by sending them a notice.
- 9.4. The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered
- 9.5. The Purchaser (BSNL) shall evaluate the technical bids to determine
 - (a) Whether they are complete in all respects
 - (b) Whether required securities have been furnished
 - (c) Whether all the documents have been properly signed
 - (d) Whether all the eligibility parameters prescribed have been met
 - (e) Whether it conforms to all the terms and conditions of the bid documents without material deviations
 - (f) Whether the Service Provider is capable to execute the contract.
 - (g) Whether the bid is generally in order
 - (h) Whether the bid is substantially responsive
- 9.6. The Purchaser (BSNL) shall reject the tenders summarily in the following cases
 - (a) Technical bids received without Bid Security / Financial bids
 - (b) Financial bids received without Bid Security / Technical bids
 - (c) Both the bids clubbed and /or found in a single cover
 - (d) Bids received not in accordance with the prescribed procedure. All such bids shall be recorded unopened

10. Bid Evaluation

- 10.1. Financial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order
- 10.2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.
- 10.3. The procedure adopted for comparison of substantially responsive bids shall be on the total cost of hire of services (excluding taxes & levies) for all type of vehicles indicated in Scope of Work in Section-II, inclusive of all levies and charges as indicated in schedule at Section V of the bid document. If any bidder is not quoting for both A & B type of vehicles then comparison of total cost of similar type for which the bidder has quoted should only be considered.

11. Award of Contract

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with clause 21 of Section-IV and as per format shown in Annexure-4 of bid document.

12. Right to vary quantities

BSNL reserves the right at the time of award of contract to increase or decrease up to 33% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

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

13.2. Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause 17.

14. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 13 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

15. Period of validity of bids

- (a) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (b) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

16. Bid Price

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

17. Bid Security

- 17.1. Pursuant to clause 5 section I Part A, the bidder must deposit Rs.24,000/- (Rupees Twenty four Thousand only) as Bid Security. The Bid Security shall be in the form of Demand Draft valid for 210 days from the date of tender opening and may be submitted in separate cover
- 17.2. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 13 of Section-IV and furnishing the performance security.

17.3. The Bid Security may be forfeited:

- 17.3.1. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form
- 17.3.2. If the successful bidder fails
 - (a) to sign contract in accordance with clause 13
 - (b) to furnish performance security in accordance with clause 21 of Section-IV
 - (c) A bid not secured in accordance with para 17.1 shall be rejected by the BSNL as Non-responsive at the bid opening state and returned to the bidder unopened
 - (d) The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

18. Terms of Payment

- 18.1. The payment shall be made within 30 working days from the date of receipt of bill in the O/o GM, RCNGN Hyderabad. Bills shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment.
The copy of GST paid for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment
- 18.2. The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

18.3. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions

18.4. The certificate that statutory dues like EPF/ESI/ Social security wherever due has been deposited is to be given on the bill.

19. Clause by clause compliance:

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

20. Duration / Period of Contract:

Normally contract will be awarded for 1 (One) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

21. Performance Security:

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

21.2. Performance Security shall be submitted in the form of Bank Guarantee only issued by a scheduled Bank and the Performa provided in Annexure-4 of the bid document. Validity period of performance security to be received from successful bidders should be six month above the period of agreement

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

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

22. Termination of Contract:

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

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

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

23. Termination for insolvency:

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

24. Insurance:

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

25. Prices:

- 25.1. The rates should be on monthly basis as well as daily basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in Scope of Work in Section-II. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases
- 25.2. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
- 25.3. In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes
- 25.4. In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract

26. Price Revision

- 26.1. No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:
Increase or decrease in Petrol/Diesel/CNG during the month =
$$\frac{\text{Actual KMs run by the vehicle} \times (\text{Revised rate per litre /per Kg} - \text{Base rate per litre/Per Kg})}{\text{Average KM per litre/per Kg of Diesel / Petrol/CNG consumption (KMPL/KG)}}$$

(Note:- The Base Rate of Petrol/Diesel/CNG is the prevailing rate on the date of commencement of work / contract. The Average KMPL/Kg 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 and 15 Kms/Kg for Non A/C cars and 12 Kms/Kg for A/C cars in case of CNG driven. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).
- 26.2. The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th September 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.
- 26.3. 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 1st of the month.

27. Miscellaneous Conditions

- 27.1. BSNL reserves right to counter offer price against price quoted by the bidder.
- 27.2. The bidder with the lowest evaluated price will be considered for 100% of tendered quantity.
- 27.3. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 27.4. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

28. Force Majeure:

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

29. Arbitration:

- 29.1. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGM, NCNGN, New Delhi or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGM, NCNGN, New Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, NCNGN, New Delhi shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties.

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

29.2. Venue of Arbitration proceeding shall be Office of CGM, NCNGN, New Delhi or such other place as the arbitrator may decide.

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

30. Set Off (Recovery of Sum Due):

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

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

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

SECTION -V (FINANCIAL BID)
SCHEDULE OF REQUIREMENT AND HIRE CHARGES

Scheduled Works

		Hire charges per vehicle (Rs.) Unit (per month) slab rate excluding GST
S No	Monthly Kms Hire slab	For Non- AC Vehicle (Indica or equivalent) GST (As applicable)
1	2000 Kms	

(In words) Rupees.....

a) For extra KM (Rs./KM).....(Rupees.....

b) Detention charges beyond duty (Rs./Hr.)(Rupees.....

c) Night halt charges (Rs./Halt).....(Rupees.....

Date

Seal

Signature

Note: Levies/Taxes if any shall separately and clearly be quantified in terms of rupees.

HIRING OF VEHICLES FOR RCNGN HYDERABAD (UNDER NCNGN, NEW DELHI)

E-Tender No.RCNGN/HYD/A-13/TENDERS/2018-19/14, Dt. 06.08.2018.

FINANCIAL BID

A: (Name and address of the purchaser)

Dear Sir

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

Dated thisDay of2018.

Signature of
In capacity of
Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges

TECHNICAL BID

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

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

DATE

SEAL

SIGNATURE

ANNEXURE-2A
Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:

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

Note: Use additional sheets if required.

Declaration:

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

DATE
OFFICE SEAL

BIDDERS'S SIGNATURE

ANNEXURE-3
BID SECURITY BOND

Whereas(hereafter called “the Bidder”) has submitted its bid dated

For hiring contract of commercial vehicles Tender No.....

.....KNOW ALL MEN by these Presents that We of having our registered office at (Hereafter called “the Bank”) are bound untoBSNL, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

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

We undertake to pay to , BSNL up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions. This guarantee will remain in force as specified in clause 12.1 of section IV of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank

Name

Signed in Capacity of

Full Address of Branch

Signature of Witness

Name of Witness

ANNEXURE-4
PERFORMANCE SECURITY BOND

1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____ (here in after called the said Service Provider(S) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the BSNL, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated: _____

For _____

(Indicating the name of the bank)

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

ANNEXURE-5

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

The GM RCNGN
9th floor, Telephone Bhavan,
Saifabad, Hyderabad – 500 004.

Subject– Authorisation for attending bid opening on
_____ (date) in the Tender of _____

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement „Instruction to Bidders“, as enclosed in Sec VI Part C of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NGN Circle has allowed to use the portal <https://mpbsnl.Procuretiger.com> e-Procurement Technologies Limited. (ETL) has an exclusive, most vibrant end to end solution for buying / selling of products and services through tendering process. It supports A - Z activities of tendering based on proactive work flow concept. Fine details of tendering like vendors registration, tender announcement and corrigendum, tender form processing, opening, negotiation and tender awarding are supported in a real time interactive environment. ETL creates a true dynamic market place for both buyers and vendors to interact with each other and transact business.

1. Tender Bidding Methodology:

Sealed Bid System – „Single Stage - Two Envelopes“

In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (E-TENDER)
3. Create Users and assign roles on <https://>
4. View Notice Inviting Tender (NIT) on www.ncngn.bsnl.co.in
5. Download Official Copy of Tender Documents from www.ncngn.bsnl.co.in
6. Clarification to Tender Documents on <https://>
Query to BSNL (Optional)

View response to queries posted by BSNL, as addenda.

7. Bid-Submission on <https://mpbsnl.procuretiger.com>

8. Attend Public Online Tender Opening Event (TOE) on <https://mpbsnl.Procuretiger.com>
Opening of Techno-commercial Part

9. View/Post-TOE Clarification posted by BSNL on <https://mpbsnl.Procuretiger.com>
(Optional) Respond to BSNL’s Post-TOE queries

10. Attend Public Online Tender Opening Event (TOE) on <https://mpbsnl.Procuretiger.com>
Opening of Financial-Part (Only for Technical Responsive Bidders)

11. Participate in e-Reverse Auction on <https://mpbsnl.Procuretiger.com> (if applicable)

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://>

Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:

- Please enable ActiveX Controls & Plug-ins. (Tools -> Internet Options -> Security -> Custom Level) - Mandatory
- Please add <https://mpbsnl.procuretiger.com> in to Trusted Website. (Tools -> Internet Option -> Security -> Trusted Sites -> Sites -> Add this URL -> Close) - Mandatory
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

2. Important Note :- As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.ProcureTiger.com / www.abcProcure.com just below the label of "knowledge section"

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC – Signing & Encryption Certificate), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, please visit the website/portal (<https://www.tenderwizard.com/BSNL>), click on the „New Bidder Registration / Register link (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact M/s _____ (as given below), to get your registration accepted/activated.

Site Name <https://www.tenderwizard.com/BSNL>

Contact persons

SI No	PARTICULARS	CONTACT PERSON	CONTACT NUMBER	EMAIL ID
1	e-Tendering Registration Queries	Ramesh Kumar Bibekananda	8971299009 8247484565	twhelpdesk982@gmail.com helpdesk705@gmail.com
2	e-Tendering Process Queries	Ramesh Kumar Bibekananda	8971299009 8247484565	twhelpdesk982@gmail.com helpdesk705@gmail.com
3	For Digital Signature	Ramesh Kumar	8971299009	twhelpdesk982@gmail.com
4	For Business Enquiries	Ramesh Kumar Bibekananda	8971299009 8247484565	twhelpdesk982@gmail.com helpdesk705@gmail.com

BSNL Contact-1

BSNL's Contact Person	Sri. A. Sugunakar Rao, DE(A), RCNGN, Hyderabad
Telephone/ Mobile	040-23325515/9440000906 (Between 10.00 hrs to 17.30 hrs on working Days)
E-mail ID	Asugunakarrao68@gmail.com

BSNL Contact-II

BSNL's Contact Person	Sri. V. Maheswara Rao, SDE, RCNGN, Hyderabad
Telephone/ Mobile	040-24260005/9440868500 (Between 10.00 hrs to 17.30 hrs on working Days)
E-mail ID	maheswararaov@gmail.com

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on <https://mpbsnl.Procuretiger.com>

Broad outline of submissions are as follows:

Submission of Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/

Addendum/addenda Two Envelopes

Techno-commercial -Part

Financial-Part

NOTE: Bidder must ensure that after they submit the tender, they have to do the Final Submission of the same by clicking on Final Submission.

6. Offline Submissions:

The bidder is requested to submit the following documents and one original set of Eligibility bid, technical bids in separate covers offline to the office of General Manager, Regional Centre for Next Generation Network, 9th Floor, Telephone Bhavan, Saifabad, Hyderabad, Telangana State – 500 004 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear the tender number and the words “DO NOT OPEN BEFORE” (due date & time).

1. EMD-Bid Security in the form of DD(In Original).
2. DD of Rs. 600/--(Rupees Six hundred only) drawn in favour of Accounts Officer(Cash), NCNGN, New Delhi, payable at New Delhi against payment of tender fee.
3. Pass Phrase of Technical & financial bid in two separate sealed envelope.
4. Valid MSE certificate if applicable..
5. Board’s resolution in favour of authorized signatory.
6. Original “POWER OF ATTORNEY” in case any person other than the tenderer himself has signed the tender.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in E-TENDER in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the „Electronic Forms” and the „Main-Bid” are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a „password”, a Pass-Phrase can be a multiword sentence with spaces between words (eg. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in E-TENDER is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, „Pass-Phrase” of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer may authorize the bidder to open his bid himself..

There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

E-TENDER offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“ has been implemented on E-TENDER. As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

E-TENDER has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

E-TENDER has a unique facility of a detailed report titled „Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“.

There are many more facilities and features on E-TENDER. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note:

In case of internet related problem at a bidder's end, especially during „critical events“ such as –a short period before bid-submission deadline, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e -Procurement/e-Auction service provider's end(in the server, leased line etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tenderwizard.com/BSNL>, and go to the User-Guidance Center. The help information provided through „E-TENDER User -Guidance Center“ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of E-TENDER.

The following „FOUR KEY INSTRUCTIONS for BIDDERS“ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER
2. Register your organization on E-TENDER well in advance of your first tender submission deadline on E-TENDER.
3. Get your organization’s concerned executives trained on E-TENDER well in advance of your first tender submission deadline on E-TENDER.
4. Submit your bids well in advance of tender submission deadline on E-TENDER (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).

While the first three instructions mentioned above are especially relevant to first-time users of E-TENDER, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP–Service pack-III)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

CRITERIA FOR TECHNICAL BID EVALUATION

S.no	Attribute	For the use of IAL only	
		Points Allotted	Points Obtained
1	Bidder has his Office and Business Established in City of Hyderabad.	If "NO" Reject the Tender	
2	Bidder has minimum one year Experience as Tourist Transport operator	If less than one year Experience Reject the Tender	
3	If Bidder company is: a. Registered under Companies Act OR Whether recognized by Govt. of India as Tourist Transport Operator with current validity b. Whether registered under Shops and Establishment Act ? c. Whether Registered as FIRM (give details with proof) d. Proprietorship/any other	(a) = 10 (b) = 7 (c) = 5 (d) = 3	
4	Income Tax Permanent Account Number (PAN) (attach proof of allotment . It should be allotted to the Bidder.) PAN No	Yes = 5; No= 0	
5	Whether Income Tax return filed for the past 2 years (attach proof)	2 years = 5 ; 1 year = 2 Not filed : 0	
6	Service Tax/GST Registration Number (attach proof of allotment. It should be allotted to the Bidder.) Regn. No.	Yes = 5 ; No= 0	
7 a.	ESI Code allotted to your Company (Attach allotment letter as proof. It should be allotted the Bidder.) Code No.....	Yes =1; No =0	
7. b.	EPF Code allotted to your company (Attach allotment letter as proof. It should be allotted the Bidder.) Code No.	Yes = 2 ; No=0	
7.c.	Registration with any Social Security Scheme for Workers(Like group insurance/Personal Accident Insurance/Pension etc for Drivers)	Yes = 2 ; No=0	

8	Number of Transport vehicles (all types put together) OWNED OR LEASED BY THE COMPANY out of total fleet of operation of the Company. (Detailed statement as per enclosed format for Owned vehicles is to be attached). Business Associate's vehicles should not be included.	16 and above= 10	
		11 to 15 = 8	
		6 to 1 = 6	
		3 to 5 = 4	
		1 to 2 = 2	
9	Out of above at Sl.No.8, the Number of vehicles that are less than 3 years old. (Detailed statement as per enclosed format is to be attached)	16 and above =10	
		11 to 15 = 8	
		6 to 10 = 6	
		3 to 5 = 4	
		1 to 2 = 2	

MAXIMUM POINTS ALLOTTED 50 (Fifty)

(NOTE: The Bidder who has maximum points among all the Bidders will be the Bench Mark for comparison with other Bidders. If any Bidder is having less than 50% of Bench Mark, may be dropped. Sl.No.7a, 7b & 7c are statutory requirements and its applicability depends on Bidder Company's labour strength etc. (Refer Section-II, Clause 8(v) of bid document.)

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use, vide E-Tender No: ----as required under Section-II, Part A Clause 3 (a)(iv) of Bid-Documents)

NEAR-RELATIONSHIP CERTIFICATE:

The format of the certificate to be given is I.....s/o.....r/o.....hereby certify that none of my Relative (s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the bidder with date and seal

Note: - In case of proprietorship firm 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 the Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of the Bidder with Seal)
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