

# **BHARAT SANCHAR NIGAM LIMITED**

(A Govt. Of India Enterprise) O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR

# **BID DOCUMENT** निविदा दस्तावेज

E-Tender for Transportation of Telecom Stores in Bilaspur BA (Bilaspur OA, Raigarh OA and Sarguja OA) & Bastar BA

NIT NO: - GEM/2025/B/5893095 Dated:18/02/2025

# Read this tender document thoroughly

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

Tender submitted through online will be accepted

Website: <a href="https://gem.gov.in">https://gem.gov.in</a>

Note: Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all documents submitted are fully Authenticated by the authorized signatory

O/o the CHIEF GENERAL MANAGER CG CIRCLE RAIPUR DOOR SANCHAR BHAVAN, VIDHANSABHA ROAD KHAMARDIH RAIPUR CHHATTISGARH-492007

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# **Bharat Sanchar Nigam Limited**

(A Govt. of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR

# **SECTION-I**

### **DETAILED NOTICE INVITING TENDER**

E- Tender is invited for and on behalf of BSNL by THE CHIEF GENERAL MANAGER, Chhattisgarh Circle RAIPUR from the eligible and experienced contractors for the following works:

1	Name of Work		E- Tender for Transportation of Telecom Stores in Bilaspur BA (Bilaspur OA, Raigarh OA and Sarguja OA) & Bastar BA.						
2	Tender No.		NIT No. <b>GEM/2025/B/5893095</b> Dated:-18/02/2025						
3	Validity of ten	der offer	180 days from opening date.						
4	Business Area work	(BA)/details of	BILASPUR BA & BASTAR BA						
5	Type of Truc	k	1 MT Pickup Truck,	Up to 3 MT tru	ick & 4MT to 9M	T Truck			
6			Tender Details						
Sl. No		of Working Area/ ection	Estimated Cost (in Rs ) Annual Exclusive of GST	Price of Bid Document Inclusive of GST (in Rs)	Bid Security/ EMD (in Rs)	Period			
I	Zone-1	BILASPUR OA	Rs 12,06,100=00	Rs 590=00	Rs 30,153=00	One Year			
П	Zone-2	RAIGARH OA	Rs 9,94,900=00	Rs 590=00	Rs 24,873=00	One Year			
III	Zone-3	SURGUJA OA	Rs 16,51,375=00	Rs 590=00	Rs 41,284=00	One Year			
IV	Zone-4	BASTAR BA	Rs 15,74,900=00	Rs 590=00	Rs 39,373=00	One Year			
7	Description of Work	service points at	es of Transportation o t BSNL's various offi spur BA & Bastar BA as	ices/ technica	l establishments	0			
8	Experience	Telecom Stores State Govt. / PSU Past Experience o completed similar	naving successfully completed similar works of "Transportation of Stores/Material/Equipment's etc in BSNL/DOT/MTNL/Central/ .:. / PSU during last (5) Five years from the date of issue of this DNIT.  Dence of Similar Services: The bidder must have successfully executed similar Services during last (5) Five years i.e. the current financial ast (5) Five financial years(ending month of March prior to bid						

		Three similar completed services each costing not less than the amount equal to 40% (forty percent) of the estimated cost during last (5) Five financial years;
		OR  2. Two similar completed services each costing not less than the amount equal to 50% (fifty percent) of the estimated cost during last (5) Five financial years;  OR
		3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost during last (5) Five financial years.
		The experience certificate issued by Class-1 Officer/ Group –A Officer or Circle project Head in respect of works undertaken in BSNL / DOT/ MTNL / Central/ State Govt. / PSU and officers of equivalent cadre in case of other state/central organizations.  Copies of contracts / work orders and documentary evidence of successful execution/
		completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
9	Bid Security / EMD:	<ul> <li>(3) The tender, which is not accompanied by Bid Security/EMD, shall be summarily rejected.</li> <li>(4) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of Bid Security/EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small &amp; Medium Enterprises for "Tendered Item/Work" or similar work, valid on the date of opening of the EOI. The scope of area of the above MSE registered bidders.</li> </ul>
10		ent are available on the portal mentioned in form of DNIT (Detailed Notice Inviting Physical copy of the tender document would not be available for sale.
11	The Tender doo	cument shall not be available for download on its submission / closing date.
12	without assigni	RCLE, BSNL, RAIPUR reserves the right to accept or reject any or all the tender bids ing any reason. He is not bound to accept the lowest tender. BSNL also reserves the one or postpones the tender without assigning any reason whatsoever and without any ne.
13	-	Incomplete, ambiguous, conditional tender bids are liable to be rejected.
14	(a) All documer experience, attach an E copy in add (b) All online	nts submitted in the bid offer should be preferably in English. In case the certificate viz. registration etc. is issued in any other language other than English, the bidder shall English translation of the same duly attested by the bidder & the translator to be true lition to the relevant certificate. documents should be submitted Original (Scanned) or self attested, Bid will be rejected ocuments are not submitted as mentioned above.
15		stipulated in the tender are estimated and BSNL reserves the right to vary the quantity

16	Tender will not be accepted/received after expiry of date and time.							
10	•							
17	The CGMT CG CIRCLE RAIPUR reserves the right to award the works to more than one participated bidder as per BSNL procurement policy and CVC guidelines also, if required in the interest of the department.  The CGMT CG CIRCLE BSNL RAIPUR reserves the right to black list or Debar the contractor with							
18	The CGMT CG CIRCLE BSNL RAIPUR reserves the right to black list or Debar the contractor with cancellation the tender / termination of running contract and forfeiture the EMD/SD; if contractor submitted documents (certificates) found false /Bogus/Invalid during the tender opening period and later date and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority.							
19	· ·	tender document for participating in e-tender shall be available for						
	downloading from website	oading from website <a href="https://gem.gov.in">https://gem.gov.in</a>						
20	MSE/NSIC./ UDYAM Vendors	(Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security provided they submit current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME. Udyam Registration Certificate (URC), submitted by MSE bidder in their online bid for claiming exemption from Tender Fee & Bid Security, must be current & valid on the date of opening of Technical bid part. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. In case of upgradation of Micro / Small enterprise, the exemptions or relaxation shall be as per directives issued by MSME for non-tax benefits in such cases.						
21		<ul> <li>(a) The power of attorney in original, in case, person other than the sole proprietor/ authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of Rs. 50/- in case same has been executed in between blood relations and ir other cases, it should be on a non-judicial stamp paper of Rs. 100/- and should be attested by the Notary Public or same should be registered before the sub registrar. The power of attorney in original should be submitted.</li> <li>(b) The power of Attorney in original is executed by a person who has the content of the little in the content of the content of</li></ul>						
	Power of Attorney	been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.						
		(c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.  The power of attorney should be for specific work (mentioning the NIT no.) in non-judicial stamp paper and not general power of attorney or self declaration of not applicability of the firm should be submitted if not applicable.  Tender is liable to be rejected if power of attorney or self-declaration is not submitted accordingly.						
22	FI ICIRII ITV COMPITIO	DNS ·						
22	ELIGIBILITY CONDITION	JNO:						

- should be uploaded online separately.
- **ii.** Documentary proof in respect of valid registration certificate from MSME/NSIC/UDYAM for tendered item/work (if applicable).
- **iii.** Valid proof of office Address in Chhattisgarh State: If Office at Chhattisgarh is not there at the time of bidding, successful bidder shall have to establish one within 30 days of award of Contract. Declaration may be submitted in this regards along with the bid
- **iv. Registration of Firm :** Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
  - > The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
  - ➤ Attested copy of Memorandum& Articles of Association duly registered with Registrar of Company affairs, in case of Company.
  - > Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
- **v.** An Affidavit is to be given by the Proprietor/Partner's / Directors duly notarized in Non-Judicial Stamp Paper/E-Stamp Paper Worth Rs.100.00 Or More as Per Format Section X. (Duly Self-Attested And Notarized). as per Section-X of tender document
- vi. Original "Power of Attorney": The power of attorney should be for specific work (mentioning the NIT no.) in non-judicial stamp paper and not general power of attorney or self declaration of not applicability of the firm should be submitted. Tender is liable to be rejected if power of attorney/declaration is not submitted accordingly.
- vii. NEAR-RELATIONSHIP CERTIFICATE, The format of the certificate is given in Section VI (B) In bid document separately with reference to Section IV Clause 15.
- viii. Experience Certificate as mentioned in Clause 8 of Section-I (DNIT).
- **ix.** Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required, In case of Partnership firm/company, PAN No of firm/company is required)
- **x.** Copy of Solvency certificate from the banker of the tenderer: Participating bidders should have bank (nationalized/scheduled) solvency of at-least 30% of estimated cost of tender and the date of issue of the Solvency Certificate should not be older than 6 (SIX) months from issue date of NIT.
- xi. Income-tax Return filed copy of last 3(three) financial years i.e. for AY 2022-23, 2023-24, 2024-25
- xii. Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 Financial Years i.e. for F.Y. 2021-22, 2022-23 & 2023-24 should be atleast 40% of estimated Tender cost.
- **xiii.** Copy of valid ESI registration Certificate.
- xiv. Copy of valid EPF registration Certificate.
- xv. Self declaration regarding no pendency of EPF and ESI payments up to last FY i.e. 2023-24.
- **xvi.** Valid GST Registration Certificate (PAN Based) and Self-declaration along with evidence that bidder is not black-listed by GST authorities.
- **xvii.** The Bidder must not be black-listed for Telecom business by any Central/State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- xviii. Undertaking regarding payment insulation in the given format available in Section VI (C) tender document
- xix. Undertaking & declaration duly filled & signed in the given format available in Section VI (A)
- xx. Copy of valid Labour License as a proof of Registration with Central Labour Commission (under Contract Labour Act1970) for submitted work experience and an undertaking regarding new labour license will be submitted by bidder before award of work.
- xxi. Registration copy of Trucks (mini/Big) in bidders name/firms name/leased Trucks (mini/Big) at least one vehicle.(Duly Attested by Notary/Gazetted officer) with up to date road tax & insurance.
- xxii. Copy of License (heavy duty) of the driver of the vehicle
- xxiii. Signed tender document (DNIT & ATC) on each & every page for having read it & accepted, should be uploaded online through E-tender portal: <a href="www.gem.gov.in">www.gem.gov.in</a> without any corrections,

deletion and overwriting in original (Digitally Signed/Ink seal signed ). Tender is liable to be rejected if Filled Tender Documents are not submitted accordingly.

**Xxiv. Self declaration by the** bidder should be compliance to Make in India clause according to circular No. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II issued by Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade ( Public Procurement Section) Dated 19.07.2024. **format available in** Section VII (F)

#### **IMPORTANT NOTEs:-**

- 1. All online documents should be submitted Original (Scanned)/Xerox(Scanned) self-attested (**Digitally signed /ink signed with seal**). Bid will be rejected if online documents are not submitted as mentioned above.
- 2. There is no restriction on the number of Zones/Schedules a bidder can participate. Bidders who have been rescinded /debarred by tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.
- 3. For participating in e-tendering process bidder shall access e-Bid document uploaded on the e tender portal and pay requisite tender processing fee as defined for the tender by e-tender service provider.
- 4. In case of bidding for multiple Zones/Schedules, one Cumulative EMD and Tender fee amount for all the Zones/Schedules, for which bids have been submitted, shall be accepted.
- Bidder will have option to apply in all Zones/Schedules or Zone/Schedule of their choice. L1 bidder will be decided Zone/Schedule wise. The evaluation of the Tender will be done Zone/Schedule wise on total effective composite price inclusive of GST.

# **SECTION II**

### **SCOPE OF WORK**

#### SCOPE OF WORK AND JURISDICTION OF CONTRACT

The scope of work will be E-TENDER FOR Tender for Transportation of Telecom Stores in Bilaspur BA (Bilaspur OA, Raigarh OA and Sarguja OA) and Bastar BA as per mentioned in Bid document ,Chhattisgarh State and other state of India.)

Signature of the Tenderer with stamp/seal

# **SECTION III**

# (A) SCHEDULE OF REQUIREMENT for BILASPUR BA (Bilaspur OA, Raigarh OA and Surguja OA)

# (i) 1 MT Pickup Truck

			ZONE-1 (BILASPUR OA)	ZONE-2 ( RAIGARH OA)	ZONE-3 (SURGUJA OA)
S.No.	Km. Slab	Unit	Anticipate Units required in one year	Anticipate Units required in one year	Anticipate Units required in one year
1	Up to 25 Kms	Per Truck	10	10	10
2	26 KM to 50 KM	Per Truck	10	10	10
3	51 KM to 100 KM	Per Truck	8	8	10
4	101 KM to 200 KM	Per Truck	8	8	9
5	201 KM to 400 KM	Per Truck	6	6	9
6	Above 400 KM	Per Km	600	600	600
7	Loading Charges without Crane	Per Truck	30	30	39
8	Loading Charges with Crane	Per Truck	10	10	9
9	Unloading Charges without Crane	Per Truck	30	30	39
10	Unloading Charges with Crane	Per Truck	10	10	9

Note:- Above mentioned units are indicative only actual quantity may be vary.

### (ii) 3 MT Truck

			ZONE-1 BILASPUR OA	ZONE-2 RAIGARH OA	ZONE-3 SARGUJA OA	
S.No.	Km. Slab	Unit Anticipate Units required in one year		Anticipate Units required in one year	Anticipate Units required in one year	
1	Up to 25 Kms	Per Truck	5	5	5	
2	26 KM to 50 KM	Per Truck	5	5	5	
3	51 KM to 100 KM	Per Truck	5	4	5	
4	101 KM to 200 KM	Per Truck	5	3	5	
5	201 KM to 400 KM	Per Truck	6	6	18	
6	Above 400 KM	Per Km	500	500	500	
7	Loading Charges without Crane	Per Truck	15	15	26	
8	Loading Charges with Crane	Per Truck	6	6	12	
9	Unloading Charges without Crane	Per Truck	15	15	26	
10	Unloading Charges with Crane	Per Truck	8	8	12	

Note:- Above mentioned units are indicative only actual quantity may be vary.

### (iii) 4 MT to 9 MT Truck

			ZONE-1 BILASPUR OA	ZONE-2 RAIGARH OA	ZONE-3 SURGUJA OA
S.No.	Km. Slab	Unit	Anticipate Units required in one year	Anticipate Units required in one year	Anticipate Units required in one year
1	Up to 25 Kms	Per Truck	5	2	5
2	26 KM to 50 KM	Per Truck	5	2	5
3	51 KM to 100 KM	Per Truck	5	2	5
4	101 KM to 200 KM	Per Truck	5	2	5
5	201 KM to 400 KM	Per Truck	15	11	18
6	Above 400 KM	Per Km	400	400	400
7	Loading Charges without Crane	Per Truck	10	10	27
8	Loading Charges with Crane	Per Truck	10	10	11
9	Unloading Charges without Crane	Per Truck	10	10	27
10	Unloading Charges with Crane	Per Truck	10	10	11

Note:- Above mentioned units are indicative only actual quantity may be vary.

# (B) SCHEDULE OF REQUIREMENT for BASTAR BA

Distance in Km	Unit	Up to 4T/Metador/407 mni truck Slab	More than 4T/Big truck Slab		
		Anticipate Units required in one year	Anticipate Units required in one year		
Up to 50 Kms	Per Truck	15	1		
51 KM to 100 KM	Per Truck	20	1		
101 KM to 200 KM	Per Truck	20	2		
201 KM to 400 KM	Per Truck	10	50		
Above 400 KM	Per Km	1000	1000		
Loading Charges	Per Truck	65	54		
Unloading Charges	Per Truck	65	54		

Note:- Above mentioned units are indicative only actual quantity may be vary.

# **SECTION IV**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

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

#### 2. Performance SECURITY DEPOSIT

- a. The successful bidder shall deposit security deposit to an amount of **5** % of approved tender cost plus **18% GST** (In form of BG /crossed DD/ FDR (with sign in receipt) )placed to AO(A&B) O/o CGMT CG CIRCLE Raipur of BSNL/ Bank Guarantee, valid for **18 months** of approved tender cost of work put to tender. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on pro-rata basis.
- b. The Security Deposit shall be released/refunded after completion of Service Provider's performance obligations under the contract Further the release of security deposit will be subjected to recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of "no dues certificate" from "Engineer-incharge" regarding satisfactory completion of work.
- c. 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.
- d. SD/EMD will be a non interest bearing deposit, for any period what so ever
- e. SD/EMD deposit shall be refunded after the successful completion of the contract period and satisfactory report and NOC for release of EMD/SD received from the concerned BA duly certified by IFA and BA Head. The BA may exercise necessary checks and obtain any documents before ensuring the release of SD/EMD
- f. SD deposit shall be refunded on verification of all records i.e. EPF, ESI, Labor license, GST payment particulars & other liable liabilities.
- g. "No Dues Certificate "produced from "Concerned Department of EPF & ESI etc. After clearance of EPF &ESI and other Govt. liabilities, the performance security shall be released/ refunded to vender.
- h. The bank guarantee furnished as security deposit should be valid for a period of 18 months from the date of agreement. In case the contract period is extended, the BG period shall also be extended accordingly.
- i. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL.
- j. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.
- k. In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / the security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part/ whole in case of following situations -:
  - 1. Unsatisfactory service.
  - 2. Theft or misappropriation of materials of BSNL.
  - 3. Damage caused to BSNL assets and damage/loss to store issued
  - 4. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
  - 5. Or all or some of the above.
- 1. Bid security shall be forfeited in following cases:
  - (i) If the bidder withdraws his bid during the period of bid validity as mentioned in this document

- (ii) In the case of successful bidder, if the bidder fails:
  - a) to sign the contract on allocation of work or
  - b) to furnish performance security as required herein

#### 3. EXECUTION TIME LIMIT

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

#### 4. PAYMENT TERMS

- 4.1 The Contractor will prefer the bill enclosing certificate of receipt of material for both the ends, weight of material, kilometers, list of material transported along with Xerox copy of Gate Pass issued by Store, Receipt of material in good condition certificate by B (Ultimate consignee) end officer in triplicate copies. The bidder will be required to submit tax invoice duly accompanied with complete documents as provided in 4.8 below.
- 4.2 Payment will be made to the contractor on the works done by him based on the certificates given by the SDOP/SDOT/JTO.
- 4.3 Income Tax will be deducted at source at the rates prevailing at the time of payment of bills.
- 4.4 In case of loss of store material during transportation, the charges to the extent of store cost will be recovered from the tenderer.
- 4.5 If telecom store material is not transported within the stipulated period, alternate transportation will be arranged by the BSNL from the open market and excess charges will be recovered from the tenderer.
- 4.6 GST will be paid extra as applicable after submission of proof of payment by firm as a supplementary bill for each bill. Such bill should be raised positively by next month to maintain proper record.
- 4.7 GST No 22AABCB5576G2ZU & HSN/SAC should be compulsory mentioned on the invoice. Bill should be submitted by name of "Bharat Sanchar Nigam Limited Chhattisgarh Telecom Circle Raipur (C.G.)"
- 4.8 The bill should invariably accompany the following. It shall be responsibility of the user to ensure that all the formalities are fulfilled at the time of certifying the bill. Otherwise the bills will not be forwarded to concerned officer for payment. Bills serially machine numbered duly stamped & GST no. is to be printed on top of the bills.
  - a) Invoice in triplicate.
  - b) Copy of work order..
  - c) Supporting valid documents for proof of payment of EPF & ESI Challan
  - d) Payment proof of GST Challan.
  - e) Estimate Copy.
- 4.9 No interest will be claimed on the delay payment on any ground of dispute or delayed payment.
- 4.10 Any recovery pointed out by audit at any stage and even after the contract period is complete shall be deducted from bills/ Security deposit or any other claim/Tender of the contractor.
- 4.11 BSNL Reserve Right to recover any penalty from the invoices already passed/Paid to the vendor, and even if the bills are already paid and also from other contracts of the contractor as well.

#### 5. PRICES

- i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.
- ii) Price once fixed will remain valid for the period of contract. Increase of taxes/duties will not affect the price during this period. However for decrease of taxes duties, the benefit will go to BSNL
- iii) In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.
- **6.** SUBCONTRACTS: The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
- 7. ISSUE OF WORK ORDERS AND TIME UNIT:
- 7.1 The work order shall be issued so as to include of Transportation of Telecom Stores in Concerned BA. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

- 7.2 The work orders shall be issued by the AGM (Planning) of BA after examining the technical and planning details of the works to be executed. Necessary detail should be checked before issuance of work order. SAP workorder will be issued by MM CELL,O/o CGMT,CG circle,Raipur.
- 7.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of SSA/BA Head.
- 7.4 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 7.5 The CGMT CG Circle reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required rate.

#### 7.6 EXTENSION OF THE TIME:

- 7.6.1 In work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- 7.6.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

#### 8. Other Terms & Conditions:

- 8.1 Extension of agreement period:- There are at times practical difficulties, reason of which are ascribable to department, when agreement period extended as per the limit mentioned in tender document. The department will not be liable to the contractor for any loss or damages, cost, charge or expenses that the contractor may in any way sustain/suffer.
- 8.2 The contractor having capability of under taking such a job only should apply Contractor to whom the work is awarded will be required to engage requisite skilled and unskilled workers for carrying out the word at the required places. In order to ensure proper quality of work, contractor will have to provide for supervision
- 8.3 The work mostly included transportation of stores equipments etc. Under the jurisdiction of GM of concerned BA and anywhere in Chhattisgarh Circle or outside the Circle in some special circumstance as per desire of GM of concerned BA according to urgency of works..
- 8.4 It is time bound work and delays cannot be tolerated and any delay in execution of work order will be dealt as per as terms &condition .The intimation to provide transportation of stores / material / equipment's will be given in writing as per as possible, and it can be given on telephone also which will be confirmed in writing soon .
- 8.5 The tendered will make arrangement for the security of the material under his possession and nothing extra will be paid for this
- 8.6 Certain important item like exchange Battery, P/P, Transmission system etc. are to be insured for transportation. All formality regarding insurance of goods will be done by contractor.
- 8.7 The contractor has to take certificate for successful delivery from concerned in change at delivered site.
- 8.8 Any damage caused to transported materials during loading or unloading . The contractor will be responsible and he is liable to make full payment of damaged material.

#### 9. PENALTY:-

- 9.1 Contractor will provide transport within 24 hours, from the time of delivery of letter of requisition of vehicles in writing or telephonically and deliver the BSNL material at the requisite site within 60 hrs from time of requisition in writing or telephonically. In case any delay in carriage after expiry of time limit of 60 hours, penalty at the rate of Rs. 500-00 (Rupees Five hundred only) per day per vehicle will be charged. If the contractor does not provide transport up to 5 days from the time of delivery of transport requisition letter, then BSNL will have the right to get the stores transported by any other agency at the risk and cost of the contractor. The difference in freight so paid by the BSNL will be adjusted against the pending bills if any or from the security deposit of the contractor. The above penalty will also be applicable when the demand arises for carriage of minimum load of three MT on the accepted rate/without giving the benefit of full truck/vehicle load.
- 9.2 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty as mentioned above.

- 9.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and / or by adjustment from the security deposit or from the bills of any other contract of BSNL. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work. In case the Liquidity damage reaches 10% of estimated value contract is liable to be terminated, unless represented by contractor and approved by the SSA head.

  In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the CGMT CG CIRCLE BSNL RAIPUR will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 9.4 The CGMT CG CIRCLE BSNL RAIPUR reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order
- 9.5 WARRANTY CLAUSE: The tender will be completely responsible for proper transportation of material during loading, transportation transit & unloading. In case any material is reported damaged during transit due to mishandling etc., it will be borne solely by the tenderer and the cost of material to the extent of loss / or complete as decided by CGMT RAIPUR, will be recovered from the tenderer. Such warranty will exist up to 12 months from date of delivery of material at B end officer (the ultimate consignee), however B end will be instructed to give certificate of receipt of material in good condition immediately after receipt of material. The decision of CGMT RAIPUR will be final in this matter and tenderer will have no right to challenge the same.

#### 10. Rescission/Termination of contract:

- 10.1 Circumstances for rescission of contract:
  - Under the following conditions the competent authority may rescind the contract:
  - a. If the contractor commits breach of any item of terms and conditions of the contract.
  - b. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
  - c. If the contractor:- had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
  - d. Firm should not be in black listed from anywhere of India by BSNL or other PSU/Organization if said condition came to notice at any time of contract period, then entire amount of EMD, SECURITY DEPOSIT & Bank Guarantee shall be forfeited & running contract shall be terminated.
- 10.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:
- 10.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 10.2.2 The unused material (Supplied by the concerned BA) available at site shall be transported back by the concerned BA to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, ibid
- 10.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3---etc) at the L1's approved rates. If the work was awarded on single' tender basis then the concerned BA shall get' the unexecuted work completed through any other contractor approved in (the SSA) at the approved rates of that

particular section or to execute the work concerned BA ally, as is convenient or expedient to the Concerned BA at the risk and cost of the contractor. In such a event no compensation shall be payable by BSNL to the contractor toward any inconvenience/loss that he may be subjected to as a result or such an action by the BSNL. In this regard the decision of (the circle Head) shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne, and paid by the original contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever anywhere in the BSNL Chhattisgarh or from a security deposit.

10.2.4 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in Writing to the contractor.

#### 10.3 **TERMINATION FOR INSOLVENCY**:

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

#### 10.4 Optional Termination by BSNL (Other than due default of the Contractor):

- 10.4.1 The BSNL may at any time, at its option cancel and terminate this contract by issuing written notice to the contractor, in which case the contractor shall be entitled to payment for the work done up to the time of such cancellation order and a reasonable compensation in accordance with the contract: prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use with respect of the work.
- 10.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.
- 10.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

#### 11. INDEMNITIES:

- 11.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (Inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 11.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

#### 12. 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.

#### 13. ARBITRATION

- 13.1 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 Chief General Manager Telecom, CG Telecom Circle Raipur of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chief General Manager Telecom, CG Telecom Circle Raipur 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 Chief General Manager Telecom, CG Telecom Circle Raipur of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- 13.2 The venue of Arbitration proceeding shall be Office of Chief General Manager Telecom, CG Telecom Circle, Raipur of BSNL or such other place as the arbitrator may decide.
- 13.3 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.
- 13.4 As Per corporate office letter no. MMS/135-1/2011-12(Pt.)/70 Dated 28/12/2017 Revision of Arbitration Guideline in BSNL in accordance with arbitration and conciliation (Amendment) Act, 2015 (3 of 2016) Modification required in tender clause regarding fast track procedure shall be applicable where the claim amount is up to **Rs. 5 crores**.

#### 14. SET OFF

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

#### 15. Near Relative Clause

# 15.1 The bidder should give a certificate that none of his/her near relative, as defined below, is working in the BSNL units\*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited Company the certificate will be given by all the Directors of the company, **but excluding following:** 

- a) Government of India/Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

#### \*Unit, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

#### 15.2 The near relatives for this purpose are defined as:-

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

#### 15.3 The format of the certificate is given in Section VI (B)

#### 16. LEGAL JURISDICTION:-

It is also a condition of this contract that the court, which has territorial jurisdiction upon the place from which the acceptance of tender is issued, shall have absolute jurisdiction for adjudicating any difference or dispute arising of this contract.

#### 17. REASONABLENESS OF RATES

The rates quoted by the contractor must be unambiguous, reasonable and logical. The tender can be rejected on the basis of unreasonable and illogical rates.

#### 18. COUNTER OFFER

The CGMT CG CIRCLE reserves the right to counter offer prices against prices quoted by any Tenderer.

#### 19. WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 day's time will be given to the contractor to correct or complete the work/supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

#### **20.** AUDIT AND TECHNICAL EXAMINATION:

- 20.1 BSNL shall have the right to cause an audit and technical examination of the work and the final/last/any bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have overpaid in respect of any work done by contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- 20.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **CGMT CG CIRCLE Raipur** or his subordinate officer.

- 20.3 Any sum of money due and payable to the contractor including security deposit returnable to him under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL
- 21. GST REGISTRATION The contractor has to submit the registration of the GST. Otherwise no bill will be initiated for payment till submission of GST registration
- 22. <u>RECOVERY OF OVER PAYMENT</u> During audit or internal check, if any over payment is noticed, the same can be recovered from the contractor, any of the bills, even if the bills are passed/paid. BSNL reserve rights to recover the same from other contracts of the vendor also.

#### 23. COURT OF JURISDICTION:

- 23.1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of WO shall be subjected to the jurisdiction of the competent court of Raipur (C.G).
- 23.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent court at Raipur (C.G.).

#### 24. PAYMENT INSULATION UNDER TAKING :-

The Bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the laboures/ workers /Working of this tender / contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL.

#### 25. TERMINATION FOR DEFAULT

- 24.1. BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate this Contract in whole or in part.
  - a) If the Vendor fails to provide the vehicle & drivers within the time period (s) specified in the Contract, or any extension thereof granted by BSNL.
  - b) If vendor fails to perform any other obligation(s) of the Contract; and
  - c) If Vendor, in either of the above circumstance(s), does not remedy his failure within a <u>period of 15 days</u> (or such period as the Purchaser may permit in writing) after receipt of the default notice from BSNL.
- 24.2. In the event the BSNL terminates the contract in whole or in part, pursuant to para 24.1above,BSNL may ask the Vendor to continue performance of the contract to the extent till contract is not terminated.

#### 26. SPECIAL RIGHTS OF CGMT CG CIRCLE

- 1. In case of any dispute between the two contracting parties, the decision of the CGMT CG CIRCLE RAIPUR will be final.
- 2. The CGMT CG CIRCLE RAIPUR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
- 3. The CGMT CG CIRCLE RAIPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.
- 4. The CGMT CG CIRCLE RAIPUR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration in the interest of the department.
- 5. In case of any dispute, case would be referred to the CGMT CG CIRCLE, RAIPUR or any other authority looking after the duties/works of CGMT CG CIRCLE, RAIPUR and he would be the sole arbitrator. His decision would be final and binding on all cases.
- 6. The CGMT CG CIRCLE, RAIPUR reserves the right to award the works to more than one bidder as per BSNL Procurement guidelines, if required in the interest of the department
- 7. Tenders with any condition including that of conditional/unconditional rebates shall be rejected forthwith.
- 8. All provisions of statutory acts enacted by the Govt. or other Local formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled /complied at the cost of bidder/tenderer.
- 9. The CGMT CG CIRCLE RAIPUR reserves the right to black list the contractor and forfeiture of EMD if contractor submits false /bogus certificates/ documents and found involved in any illegal activity or any such

activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority.

#### 27. GENERAL TERMS AND CONDITIONS:

- 1. The company reserves the right to withhold or delay the payment of the contractor in case of any pending disputes.
- 2. In the event of any question, dispute or difference arising under this 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 the sole arbitrator appointed by BSNL.
- 3. BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.
- 4. It will be BSNL's Endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims
- 5. All contractors' representatives will report to BA Head/ competent Authority through the nodal officer appointed by BA Head/Competent Authority.
- 6. All present, future & additional taxes /Levies/ duties etc. that may be levied by the Govt./ Local authorities etc. will be borne by the contractors.
- 7. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, and notifications etc of the Govt. / Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- 8. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- The contractor shall ensure provision of necessary safety devices tools/ kits etc
  required for discharge of services as mentioned in Bid document at his own cost and shall recoup the same from time
  to time.
- 10. Contractor shall be liable for all payments of minimum wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI, ID, act etc.
- 11. The Contractor shall be liable for any theft; sabotage etc. of BSNL property and the Damages / losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
- 12. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
  - b) Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.
- 13. BSNL Shall not be liable for any act of commission or omission of any third party.
- 14. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.
- 15. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.
- 16 Risk Clause: BSNL Raipur reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security deposit or pending bills or by raising a separate claim.
- 17 The BSNL will not be responsible either to the Contractor or to its workers deployed at these work points for any medical assistance/injuries/death or any kind of loss occurred to employees deployed by the contractor
- 18 The contractor shall be fully responsible for the damages caused by the workmen supplied under his tender during execution of work, to the properties belonging not only to BSNL but also to other Departments, Organizations, Other Private Operators/ Organizations and individuals and the cost of such damages will be recovered from the amount payable to the contractor.
- 19 The persons employed by the bidder are to be paid by the bidder with fair wages as per Labour Laws of Central/State

Government. Other benefits to the persons like Bonus, ESI, Gratuity, PF etc., are complete responsibility of the bidder. Any injury/mishap caused to the worker during the course of work shall be the responsibility of the bidder. 20 The bidder is governed by the Workman's Comp persons employed by him/her/firm. The Service Contractor shall indemnify the Department of all claims made by the employees of the service contractor. 21 Bidder shall have insurance / Group insurance scheme for the employees deployed for CONTRACT. 22 The bidder shall provide proper identity card to the persons utilized. 23 The bidder should be compliance to Make in India clause according to circular No. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II issued by Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade (Public Procurement Section) Dated 19.07.2024.

# **SECTION V**

#### SPECIAL CONDITIONS OF CONTRACT

- 1. The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully
- 2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- 4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
- 5. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 6. BSNL reserves right to counter offer price against price quoted by the bidder.
- 7. Tender will be evaluated zone wise as a single package of all the items given in the Financial Bid.
- 8. 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.

#### 9. COMPLIANCE WITH LAWS AND REGULATIONS.

During the performance of the supply the Contractor shall at his own cost and initiative fully comply with all applicable Laws of the Land and with any and all applicable By-laws, Rules, Regulations and Orders and any other Provisions having the force of Law made or promulgated or deemed to be made or promulgated by any Government, Governmental agency or Department, Municipal Board, Government or other regulatory or Authorized Body of persons and shall provide all certificates of compliance therewith as may be required by such applicable Law, By-laws, Rules, Regulations, Orders and/or Provisions. The Contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to his employees, servants or agents engaged in the performance of the work specified in the Contract Documents. If the Contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, sub leased or sub-Contractor to comply with the provisions of the Clause and in this connection the Contractor agrees as to undertake to save and hold the Department harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out of occasion, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said By-laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

- 9. The Contractor shall comply with all provisions of the "Payment of wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contractor Labour (Regulation and Abolition) Act 1970 & Motor Vehicle act 1988 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify Department against payments to be made under for the observance of the Laws aforesaid notwithstanding his right to claim indemnity from his sub-Contractors. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- In every case in which by virtue of the provisions of Section 12, sub-section (i) of the Workmen's Compensation Act, 1923, Department is obliged to pay compensation to a workman employed by the Contractor, in execution of the supply, Department will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of the Government under Section 12, sub-section (ii) of the said Act, Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Department to the Contractor whether under this contract or otherwise. Department shall not be bound to contest any claim made against it under Section-12, sub-section (i) of the said Act, except on the written request

of the Contractor and upon his giving to Department full security for all costs for which Department might become liable in consequence of contesting such claim.

- 10. Subject to provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labours Rules 1971 as amended time to time, Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971& Motor Vehicle act 1988 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time and continue to have valid license until completion of work.
- (B) The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws insulating with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy)

#### 11. COMPLIANCE OF PROVISIONS OF EPF ACT 1952

The contractor will ensure compliance of Employees Provident Fund & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of laborers/ employees engaged by him for performing the supply of BSNL.

#### 12. COMPLIANCE OF PROVISIONS OF ESI SCHEME

The contractor will ensure compliance of ESI Scheme & Misc. Provisions Act in respect of laborers/ employees engaged by him for performing the supply of BSNL as applicable.

#### 13. EVALUATION CRITERIA:-

- 14. The bidder shall give the total a composite price inclusive of all taxes and levies (excluding GST) in case of works to be executed. The contractor shall be responsible for transporting the materials (excluding GST), to be supplied by the Concerned BA / SSA Telecom Store or otherwise to execute the work under the contract, to site at his/their own cost. And therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
- 14.1.Prices shall be quoted by the bidder for all works.
- 14.2. For the purpose of evaluation, the grand total will obtain by multiplying the rates quoted for different Km slab with the approximate quantities mentioned for those slab in the Zone/Schedule of Requirement. The lowest grand total inclusive of GST will be treated as L-1 price.
- 14.3. The price quoted by the bidder shall remain fixed during the entire period of contract and 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.

# SECTION-VI (A)

### **UNDERTAKING & DECLARATION**

UNDERTAKING & DECLARATION Performa for Understanding the Terms & Conditions of Tender and Specifications of Work

•	Certified that:  1. I/ We
	2. If I/ We fail to enter into the agreement & commence the contract in time the EMD/ SD deposited by us will stand forfeited to the BSNL.
1	TENDER offer are correct.  2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/SD pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future TENDERs.
	Date:

# SECTION-VI (B)

# **NEAR-RELATIONSHIP CERTIFICATE**

ear rela			ne of my relative(s) as defined in as defined in the clause in the Tender
		OR	
F	ollowing are the details of ne	ear relatives working v	with the BSNL.
S. No.	Name of the Relative	Designation	Name of the Unit(Office& section of BSNL) where working
n case at	trike off whichever is not ap any stage, it is found that th right to take any action as de	ne information given b	by me is false/ incorrect, BSNL shall have prior intimation to me.
		Signature of the	e Proprietor/Partners/Directors of the te

# SECTION-VI (C)

# **PAYMENT INSULATIONUN DERTAKING**

E-TENDER NIT No.:	<b>Date:</b> / / <u>:</u>
I/We undertake that I/We have sufficient capital respanse payment to our firms labour/employees assigned to a laws every month insulating it from payments from E	execution of this tender of BSNL CG RAIPUR as per
efficient manner the work of this tender without linking	ng it to payments from BSNL.
(Signature of BIDDER/Aut	horized signatory)
Name of the BIDDI	ER with seal
(Capacity in which	<del></del> -
Station	
<u>Date:</u>	

# SECTION -VII

### PROFORMA(S)

# VII (A) For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas			R/o							
Guarantee of	f Rs	/-	(hereaf	fter knov	wn as	the "E	G. Amoi	unt") valid	up to	Ü
/ AO (A&B), O tender of wo	o CGMT, BS	SNL CG (	Circle, I	Raipur,(	Herea	fter re	eferred to	BSNL) fo	r participat	
Now at t	•									Bank
		U								S
	(Hereinafter	called '	the Bar	nk") agre	es to	give t	nis guarar	ntee as he	reinafter co	ontained:

- 1. 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".
- 2. 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 be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
- 3. 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.

- 4. 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.
- 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.
- 6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&B), O/o CGMT, BSNL CG Circle, Raipur,.
- 7. 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						

### VII (B) For the Performance Guarantee

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

### Sub: Performance guarantee.

Whereas, CGMT CG Circle BSNL Raipur,. (Herea	ifter referred to as BSNL) has issued an A	PO no.
/20 Awarding the	he work of	
to M/s	R/o	(hereafter
referred to as "Bidder") and BSNL has asked him	n to submit a performance guarantee in f	favour of
, (Hereafter referred to BSNL) of Rs	/- (hereafter referred to a	as "P.G.
Amount") valid up to/20(hereafter re	eferred to as "Validity Date")	
•	•	
Now at the request of the Bidder, Branch		Bank
having		
(Address) and Regd. office address as		
(Hereinafter called 'the Bank") agreed to give the	his guarantee as hereinafter contained:	

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 forebear 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.
- 5. 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.
  - (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.

, ,	In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "".				
7. 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)				
	Dulch an atomor of the book				
A 11 1 1 D C A11 N 1	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					
TUX TIGHTISOLO					

# VII (C) DRAFT AGREEMENT (Specimen)

{To be executed on non judicial stamp paper of Rs. Minimum 100/- or Rs. as per stamp Act of Finalized Tender cost (which is More)}

This agreement made on thisday of (month)(year) 2025
Between BSNL CG CIRCLE (A Govt. of India Enterprises) a company incorporated under the companies act 1956 having its registered corporate office at Bharat Sanchar Bhawan H.C. Mathurlane, Janpath New Delhi-110001 and Circle Office Vidhan Sabha Road Khamardih Chhattisgarh Raipur (C.G.) of the first part through AGM (MM) .(hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) empowered to execute this agreement through its resolution passed in the meeting of Board of directors. Its provisional acceptance tender vide number
agreement.
And
M/s having Address at
M/s ————————————————————————————————————
Whereas the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is
And
Whereas the contractor has offered to enter into contract in pure labour contract: with the said BSNL for execution of work of "Vide NIT No
by the BSNL (copy of Rates annexed) have been duly accepted and where as the "Service Provider" has deposited as SD Rs. vide dated from Bank.
Valid up to
And
Whereas No interest will be claimed on the security deposits.
And
Whereas no interest will be claimed on the delay payment on any ground of dispute.
Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:
Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as
Collows.
The contractor shall, during the period of this contact: that is to say from to or completion of work for ` (In words) whichever is earlier or until this contact: shall be determined by such
whichever is earlier or until this contact: shall be determined by such

notice as is hereinafter mentioned, safely carryout, by means of labourers employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all associated works as described in documents (annexed to the agreement), when BSNL or O/o CGMT CG Circle Raipur or any other persons authorized by CGMT to concerned BA in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

- 2) The NIT (notice Inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, Instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also provide services at the requisite number of service units with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL Department of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Copies of authenticated documents of payments of EPF/ESI contribution paid for the last month should be attached along with the current month bill.
- 7. The contractor shall provide all safety measures as per Govt. safety act rules. BSNL will not entertain any claim by way of compensation
- 8. Contractor shall follow the labour law.
- 9. Any damage caused during transporting of materials. The contractor will be responsible and he is liable to make full payment of damaged material.
- COURT JURISDICTION- "This tender is subject to Jurisdiction of Court at Raipur only".

(Name of Service Provider)					
Address :					
Tel :	Fax :	E-mail :			
And					
	CGM/PGM/GM har Nigam Limited				
Address :					
Tel·	Fax ·	F-mail ·			

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is

immediately followed by a Regd. m recognized courier or registered air m	nail or (ii) five days from the date of dispatch, if transmitted by internationally nail.
Signed	Signed
Signed For and on behalf of the BSNL	Signed For and on behalf of the Service Provider
Name (caps)	
Position	Position
Date	Date
In the presence of Witnesses 1.	In the presence of Witnesses 1.
2.	2.
	be submitted this agreement as available in tender documents without any riginal, along with duly seal & signed by bidder on each page of the tender at.

# VII (D) Letter of Authorization for attending Bid Opening Event

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms		have submitted our bid for the tender no.					
				respect of			
			(Item	of work) which	is due to open	on	
	(date)	in	the	Meeting	Room,	O/c	
We hereby authorize (alternative) whose signation our behalf	itures are attes	sted below, t					
Signature of the Represe	ntative						
sign Name of the Repres		half of the E	_	ture of Bidder/	Officer authoriz	zed to	
Signature of the alternati	ve Representa						
Name of the alternati Above Signatures Attest	ve Representa	ative					

Note 1. Only one representative will be permitted to attend the Bid opening

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

# VII (E) PROFORMA OF POWER OF ATTORNEY

### Non-Judicial Stamp paper

### **POWER OF ATTORNEY**

Be it known all to whom it may concern that:-				
1. Shri/Smt./Ku	S/o/W/o/D/o		residing at	
2. Shri/Smt./Ku	S/o/W/o/D	/o	residing at	
3. Shri/Smt./Ku	S/o/W/o/D	/o	residing at	
•		(Name	M/s &Address)here by appoint	
Shri/Smt./Ku	s/o	/w/o /d/o	residing at	
Shri/Smt./Ku				
1) Name (Address)	Sign.	•	e:) Sign.	
2) Name	Sign.	->		
(4.11		2) Na	ame: Sign.	
(Address)		(Addr	ess)	
3) Name	Sign.	3) Na	ame: Sign.	
(Address)	-	(Addre	SS	
(11001000)				

(Name & Signature of Signatory of Tender Offer of the firm) (with Designation, Address,Phone No., Mobile No. & Email)

#### **ATTESTED**

Notary Public
(Signature with Official Seal)

### OR

REG ISTERED

Before
(SUB-REGISTRAR).....(of concerned State)
Signature with Official Seal

### VII (F) PROFORMA For LC Self Declaration

# Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works

I/We
Local Content claimed:% age
That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found tobe incorrect and not meeting the prescribed LC norms, based on the assessment of an authorityso nominated by the Department of Telecommunications, Government of India and I will beliable as under clause 9 of Public Procurement (Preference to Make in India) Order 2017Revision Dated 19.07.2024 and BSNL CO New Delhi letter No. BSNLCO-MMT/12(13)/1/2024-MMT Dated: 19/08/2024.
I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.
i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity) ii. Date on which this certificate is issued. iii. Telecom Product/Services/Works for which the certificate is produced. iv. Procuring agency to whom the certificate is furnished. v. Percentage of LC claimed. vi. Name and contact details of the unit of the manufacturer. vii. Sale price of the product. viii. Ex-Factory Price of the product. ix. Freight, insurance and handling x. Total Bill of Material. xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works. xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house. xiii. List and cost of inputs which are imported, directly or indirectly.
For and on behalf of (Name of Firm/Entity)
Authorized signatory (To be duly authorized by the Board of Directors) < Insert Name, Designation and Contact No. and date>

# **SECTION-VIII**

### **BID FORM**

Re	f: Your '	Гender Eng	quiry (Te	ender) No.			•		Date				
1.	Nos	examined to	dated . to su	ipply and de	the reliverincon	receipt of v formity wit	vhich is	hereby	duly ac	knowle	dged,	we	, the
	We Offe	er/Applied f	or the fo	llowing Zoi	ne/s.								
		Sl. No.		Zone	Name		App	lied / No	ot Appli	ed	1		
		1		Zone-1 BII	ASPUR OA	1							
		2		Zone-2 RA	IGARH OA	1							
		3		Zone-3 SU	RGUJA OA								
		4		Zone-4 B	ASTAR BA								
<ul><li>6.</li><li>7.</li><li>8.</li><li>9.</li></ul>	We under If our B @5% of If our B the cont Until a acceptant We have comply We are unit or a	d period, if a erstand that hid is accept the contralid is accepted ract in accordance (LOI) the read and withem unconnot under an any other Go	you are a ted, we we red, we ur rdance we rchase Concrete in understood ditionall my penal ovt. /Sem	not bound to will provid a plus 18% adertake to ith the deliverder of Co your notifice od all technicy.	o accept the e you with GST for th complete de very Zone s ontract is p cation of aw ical, general	e lowest or a a performance due performance due performance due performance due performance due to a la commentation de la comm	any bid, ance guarmance of the iter dexecutionstitute	you may rantee frof the corns and potential, this a binding additions of	receive. com a Sentract. erform a  Bid to g contract of this bi	chedule all the so ogether ct betwo	ed Ban ervices with y een us. ment a	k for a specific specific work would access the specific	ed in ritten
					Signature .								
Wi	tness				Name	• • • • • • • • • • • • • • • • • • • •							
Sig	nature		•••••		In the ca	apacity of .							
				••••	Duly behalf of	authorized		sign	the	bid	for	and	on

### **SECTION-IX**

### **BIDDER'S PROFILE**

Attested photograph

of the bidder/ Authorized

Signatory holding Name of the bidder/ firm 1. power of Attorney 2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt. (In case of sole Proprietary the tender has to be signed by Proprietor and in the case of Partnership firms/company, the tender has to be signed by authorized signatory holding power of attorney /Partner **/director** only, as the case may be) Address of the firm. 3. 4. Office Address. Tel no. (with STD code) (O).......(Fax).....[R]..... 5. Mobile no and E-mail Id:-\_\_\_\_\_(M) \_\_\_\_\_(e-mail ID) ------6. Registration & incorporation particulars of the firm: (i) Proprietorship (ii) Partnership (iii) Private Limited (Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law) 8. Name of sole Proprietor/ Partners/ Directors..... ..... 9. Name of the person authorized to enter into and execute contract/Agreement and the capacity in which he is authorized (in case of Partnership/ private Ltd company): ..... ..... 10. Details of the Bidder's Bank for effecting e-payments: Bidder's bank name, -----Branch, address,-----Bank account number,-----

MICR code,	
IFSC code	
11. Permanent Income Tax number (Please attach a copy of PAN card.)	
12. EPF Registration Number:	
13. PAN based GST registration number:	
14. ESI Registration Number:	
15. Is your concern Recognized / Registered (Attach Photocopy as a production)	of) Tick as applicable:
<ul> <li>Recognized by Govt. of India as Tourist Transport operator</li> <li>Registered under Companies Act</li> <li>Registered under Shops and Establishment Act</li> <li>Registered as Firm</li> <li>Proprietorship / Any other category(please specify)</li> <li>Sister concern of(please specify nan</li> <li>16. Infrastructural capabilities:</li> <li>Capacity of engaging labors at given time</li> <li>17. Details of Technical and supervisory Staff:</li></ul>	
I/We hereby declare that the information furnished above is true and corre	ect.
Place:	
Date:	
Signator Name or	re of bidder/Authorized ry f the bidder the bidder

# **SECTION - X**.

### AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS

11						Sole p	roprie	etor/Partne	er/
utnorized	signatory of M/s							sole	
	ship/partnership firm								
	office at						( l	-ull Addres	s) do hei
olemniy a	ffirm and declare as	unaer:	-						
1. Th	at I am the sole propi	rietor (	of M/s						
	at rum the sele propi	10101	JI 1417 5						
	Full Name of		Fathers	Address		Contract	t	Email ID	
	proprietor		name			No.			
1									
nat our fi	rm is partnership firn Full Name of		ig partners a thers	1		Contract		Email ID	
	partners		me	Address		No.		EIIIaii ID	
1	pai triers	Ha	IIIE			IVO.			
2									
3									
)R		<u> </u>							
hat our fi	rm is Private limited ,	/ publi	c limited cor	mpany incor	pora	ted in term	ns of t	he provisio	ons of the
ompanie:	Act. 1956/ Compani		, 2013.						_
	Full Name of Directo	ors	Fathers	Address		ntract	Ema	ail ID	
			name		No				
1									_
2									
3									

3.	Detail trade/work description of Firm:-
4.	I/We declared that my "Firm/Company Name" Address (which is registered under Firm of registrar/ company Act or any other statutory organization ) is Unique in all others respective organization such as EPF, ESI, Service Tax, GST, Income Tax Return, PAN and other Govt. organization. If any discrepancy is found then I would not be allowed in any interim relief in any ground of Passing off.
5.	That I/We will is not barred from participating in bidding process in BSNL by any BSNL Unit & No any suit case in BSNL by any BSNL Unit or any other statutory Govt. Organization.
6.	I/We the tenderer(s) am / are signing this document after carefully reading the contents.
7.	I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation there of. If I/We fails to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.
8.	I/We declare that, I/We will fulfill / comply all the terms and conditions of the Clause by Clause Compliances, no deviation & no any addition/deletion/correction has been made in the downloaded tender document being submitted/uploading and it is identical to the tender document appearing on the website. In case of any corrections/addition /alteration /omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily with black listing of bidder for any further work in BSNL.
9.	I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility criteria requirements.
10.	I/we also understand that, if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract.
11.	I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employees' Provident fund Scheme 1952 (EPF) & Misc. Provisions Act, 1952 / labour contract Act 1970 with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
12.	I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employee's Insurance ACT 1948 (ESI) & other Govt .Duty with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
13.	I/We declare that, I/We will fulfill / comply all the terms and conditions of commercial permit vehicles under registered motor car/motorcab/maxicab as defined in Motor Vehicle Act ,1988 & the provisions of Local Traffic rule prescribed by Police authority with latest amendments in respect of Drivers / employees/Vehicles engaged by me/us for performing the works of BSNL.
14.	. I/We declare that, I have sufficient capital resources to carry out operations and will make due payment, to our firms labour / employees assigned to execution of the tender no of BSNL CG (BSNL) as per laws every month, insulating it

from payments from BSNL. I/We also under take to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL. ...... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/de-listed or debarred put on holiday by any Institutional agencies/ Private/Govt. Deptt./ Public Sector Under taking from participating in the tender, in last 3 year( my submitted experience certificate years as per experience clause 8 in section 1 of NIT) as on DNIT. i. If previously black listed / Barred pl providing details of same ------My/ Our firm / partner as not black listed/ Business Banning by any organization/ PSU/Govt. Body. From participating in the tender as on date. (If this condition is come to notice at any time, during TOC, TEC & contract period, than entire amount of EMD, performance security Deposit & Bank Guarantee will be forfeited & all running contract shall be terminated.) 16. I/We also declare that, no store of BSNL will be pending with me/ us issued against completed/ terminated works of BSNL. 17. I/We declare that, in case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the THE CGMT CG CIRCLE Raipur/ Chhattisgarh Telecom Circle is fully empowered to cancel my/our registration and can remove my/our name /Firm from the enlistment. 18. I/We hereby confirm and declare that, my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years. 19. I/We also declare that, none of my blood relative is working in the Bharat Sanchar Nigam Limited anywhere in India and no any suit case against BSNL. 20. I/We further undertake that, in case any of the facts sworn in as mentioned above and any particulars mentioned in our application as found other- wise or incorrect or false any stage my / our firm /company shall stand debarred from the present and future tenders of the BSNL. Besides BSNL shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract. 21. I/We declare that, all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with Department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this Department in future. 22. I/we know that, to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit. 23. I/we declare that, the information and documents submitted along with the tender by me / us are correct and I / we are fully responsible for the correctness of the information and documents submitted by us. Signature of the authorized person (Full name & address)

(Signature of the Proprietor/ Partner/ Director with seal)
<u>DEPONENT</u>
Verified atthat the contents of paras 1 to 23 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.  I personally verified sign of authorized person Mr And his AADHAR CARD NO
Signature of the authorized person (Full name & address with photo)
(Signature of the Proprietor/ Partner/ Director with seal)
witness (Full name & address)
<b>DEPONENT</b> (Signature & seal of Notary)

### **SECTION-XI**

### **BUSINESS BANNING CONDITION**

- (A) The contractor shall be blacklisted for a specific period under any of the following circumstances:
  - a) If the contractor fails to execute the contract or executes it unsatisfactorily.
- b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.
- c) If the contractor is litigious by nature or has violated any condition of the contract.
- d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.
- e) If the contractor persistently violates the labour regulations and other contract laws.
- f) If the contractor has been found involved in unethical business practices.
- g) If the contractor has been found adopting wrongful means to influence the departmental authorities. The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment anywhere in the DTS during the specified period of black listing

#### (B) PERIOD FOR REMOVAL /BLACK LISTING

- a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders anywhere in BSNL nor shall be allowed to apply for enlistment for a period of 15 years from the date of issue of order
- b) Black listing The contractor who has been black listed shall neither be allowed to participate in the tender anywhere in BSNL nor shall be allowed to apply for enlistment for a minimum period of 02 years and maximum period of 05 years from the date of issue of order. The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action; it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractors(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

#### (C) TERMINATION NOTICE

- a) Before terminating of the running contract a show cause notice may be issued to contractor to reply within 15 days. THE CGMT CG CIRCLE Raipur reserved the right to decide the explanation if submitted by the contractor for terminating the running contract.
- b) If any communication/information comes to the notice of BA , regarding black listing of the firms. The CGMT CG CIRCLE BSNL Raipur reserved the right to terminate the contract.

# **SECTION-XII**

### FINANCIAL BID & PRICE SCHEDULE

(THIS BID SHOULD BE FILLED & SUBMITTED IN GEM FINANCIAL BID ONLINE ONLY)

NIT NO	DATED
	conditions stipulated therein, specifications of work etc., we the ontract at the rates quoted in Price Schedule (Section-XIII)
abide by this Bid for a period of 180 days from the d us and may be accepted at any time before the expirit. We have read carefully the terms and conditender and accept all terms and conditions etc and assumithin specified time.	tions, technical aspects / matter guidance in connection with this ured that I/We have the capacity / capability to comply the order
I/ We hereby quote my / our rates for different work as per the terms and conditions of tender my/ our lagree with all the terms and conditions of the tender a Dated:	
Date:	Signature of the tenderer
	Name of Tenderer Address
	Mob./Telephone

# **SECTION-XIII**

### PRICE SCHEDULE FOR ZONE-1 BILASPUR OA

Distance in Km	Uni t	Rates for 1 MT Pickup Truck Slab			Rates Slab	for Up to 3	SMT Truck	Rates for 4 MT to 9 MT Truck Slab		
		Quan tity	Per unit Quoted rate in Rs (Excludi ng GST)	Total Quoted Price in Rs (Excluding GST)	Qua ntit y	Per unit Quoted rate in Rs (Excludin g GST)	Total Quoted Price in Rs (Excludi ng GST)	Quantit y	Per unit Quoted rate in Rs (Excludi ng GST)	Total Quoted Price in Rs (Excludi ng GST)
A	В	С	D	E=C*D	F	G	H=F*G	ı	J	K=I*J
Up to 25 Kms	Per Truc k	10			5			5		
26 KM to 50 KM	Per Truc k	10			5			5		
51 KM to 100 KM	Per Truc k	8			5			5		
101 KM to 200 KM	Per Truc k	8			5			5		
201 KM to 400 KM	Per Truc k	6			6			15		
Above 400 KM	Per Km	600			500			400		
Loading Charges without Crane	Per Truc k	30			15			10		
Loading Charges with Crane	Per Truc k	10			6			10		
Unloadin g Charges without Crane	Per Truc k	30			15			10		
Unloadin g Charges with Crane	Per Truc k	10			8			10		
	Sub	Total (1	)->		Sub	Total (2)->		Sub 1	otal (3)->	

### PRICE SCHEDULE FOR ZONE-1 BILASPUR OA

Table B: Calculation of Total Quoted price to be filled in GEM Portal

Sub Total (1) of Table A	Sub Total (2) of Table A	Sub Total (3) of Table A	
Total Quoted Price in Rs (Excluding GST) for 1 MT Pickup Truck	Total Quoted Price in Rs (Excluding GST) for Up to 3MT Truck slab	Total Quoted Price in Rs (Excluding GST) for 4 MT to 9 MT Truck	Grand Total for all type truck slab in Rs (to be filled in GEM)
GRAND TOTAL IN WORDS			

#### Note:-

- 1. Above mentioned units are indicative only actual quantity may be vary.
- 2. The bidder have to quote the rates including cost of labour, fuel, loading& unloading of stores inclusive of all taxes. GST will be paid extra by BSNL on demand of contractor. Bidder has to quote for all items otherwise tender will be treated as conditional and rejected. Rate in words will be treated as final if there is difference between quotes of figure and words. All overwriting/correction must be attested by bidder /authorized signatory. Having examined the tender documents, terms and conditions stipulated therein, specification of work etc. we the under signed offer to execute the Transportation of Telecom Stores work in conformity with the said specifications and conditions of contract.
- 3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. Quoted rate accept only on e-tendering methods.
- 5. Bidder will have option to apply in all Zones or Zone of their choice. L1 bidder will be decided Zone wise.

  The valuation of the Tender will be done Zone wise on total effective composite price inclusive of GST

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

### PRICE SCHEDULE FOR ZONE-2 RAIGARH OA

Distanc e in Km	Uni t	Rates for	· 1 MT Pickup 1	Truck Slab	Rates 1 Slab	or Up to 31	VIT Truck	Rates for 4 MT to 9 MT Truck Slab			
		Quant ity	Per unit Quoted rate in Rs (Excluding GST)	Total Quoted Price in Rs (Excludi ng GST)	Qua ntity	Per unit Quoted rate in Rs (Excluding GST)	Total Quoted Price in Rs (Excludi ng GST)	Quantit y	Per unit Quoted rate in Rs (Excludi ng GST)	Total Quoted Price in Rs (Excludin g GST)	
Α	В	С	D	E=C*D	F	G	H=F*G	I	J	K=I*J	
Up to 25 Kms	Per Truc k	10			5			2			
26 KM to 50 KM	Per Truc k	10			5			2			
51 KM to 100 KM	Per Truc k	8			4			2			
101 KM to 200 KM	Per Truc k	8			3			2			
201 KM to 400 KM	Per Truc k	6			6			11			
Above 400 KM	Per Km	600			500			400			
Loading Charge s withou t Crane	Per Truc k	30			15			10			
Loading Charge s with Crane	Per Truc k	10			6			10			
Unloadi ng Charge s withou t Crane	Per Truc k	30			15			10			
Unloadi ng Charge s with Crane	Per Truc k	10			8			10			
CIAILE	Suh	Total (1	)->		Sub	Total (2)->		Sub To	 otal (3)->		
	Jul		, -	<u> </u>	Jub	. 0.0 (_)		000	(0) /		

#### PRICE SCHEDULE FOR ZONE-2 RAIGARH OA

Table B: Calculation of Total Quoted price to be filled in GEM Portal

Sub Total (1) of Table A	Sub Total (2) of Table A	Sub Total (3) of Table A	
Total Quoted Price in Rs (Excluding GST) for 1 MT Pickup Truck	Total Quoted Price in Rs (Excluding GST) for Up to 3MT Truck slab	Total Quoted Price in Rs (Excluding GST) for 4 MT to 9 MT Truck	Grand Total for all type truck slab in Rs (to be filled in GEM)
GRAND TOTAL IN WORDS			,

#### Note:-

- 1. Above mentioned units are indicative only actual quantity may be vary.
- 2. The bidder have to quote the rates including cost of labour, fuel, loading& unloading of stores inclusive of all taxes. GST will be paid extra by BSNL on demand of contractor. Bidder has to quote for all items otherwise tender will be treated as conditional and rejected. Rate in words will be treated as final if there is difference between quotes of figure and words. All overwriting/correction must be attested by bidder /authorized signatory. Having examined the tender documents, terms and conditions stipulated therein, specification of work etc. we the under signed offer to execute the Transportation of Telecom Stores work in conformity with the said specifications and conditions of contract.
- 3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. Quoted rate accept only on e-tendering methods.
- 5. Bidder will have option to apply in all Zones or Zone of their choice. L1 bidder will be decided Zone wise.

  The valuation of the Tender will be done Zone wise on total effective composite price inclusive of GST

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

### PRICE SCHEDULE FOR ZONE-3 SURGUJA OA

Distanc e in Km				Rates 1	for Up to 3	MT Truck	Rates for 4 MT to 9 MT Truck Slab			
		Quant	Per unit	Total	Qua	Per unit	Total	Quantit	Per unit	Total
		ity	Quoted	Quoted	ntity	Quoted	Quoted	у	Quoted	Quoted
		'	rate in Rs	Price in		rate in Rs	Price in	*	rate in	Price in
			(Excludin	Rs		(Excludin	Rs		Rs	Rs
			g GST)	(Excludin		g GST)	(Excludi		(Excludi	(Excludi
			9 001,	g GST)		9 0017	ng GST)		ng GST)	ng GST)
Α	В	С	D	E=C*D	F	G	H=F*G	ı	J	K=I*J
		· ·	ט	E=C D	Г	G	п=г С	!	J	V=I J
Up to	Per				_			_		
25 Kms	Tru	10			5			5		
	ck									
26 KM	Per									
to 50	Tru	10			5			5		
KM	ck									
51 KM	Per									
to 100	Tru	10			5			5		
KM	ck	10								
I KIVI	CK									
101 KM	Per									
to 200		9			5			_		
	Tru	9			5			5		
KM	ck									
201 KM	Per									
to 400	Tru	9			18			18		
KM	ck	_								
Above	Per	600			500			400		
400 KM	Km									
Loading	Per									
Charges	Tru	39			26			27		
without	ck	37			20					
Crane	CK									
Loading	Per	1			1					
Charges		9			12			11		
with	Tru	4			12			11		
	ck									
Crane	<u> </u>									
Unloadi	Per									
ng	Tru	39			26			27		
Charges	ck				]					
without										
Crane	<u> </u>									
Unloadi	Per									
ng	Tru	9			12			11		
Charges	ck	′			'2			''		
with										
Crane					<u> </u>					
	Sub	Total (1	)->		Sub	Total (2)->		Sub T	otal (3)->	
1		<u> </u>		1	1		1	1		1

#### PRICE SCHEDULE FOR ZONE-3 SURGUJA OA

Table B: Calculation of Total Quoted price to be filled in GEM Portal

Sub Total (1) of Table A	Sub Total (2) of Table A	Sub Total (3) of Table A	
Total Quoted Price in Rs (Excluding GST) for 1 MT Pickup Truck	Total Quoted Price in Rs (Excluding GST) for Up to 3MT Truck slab	Total Quoted Price in Rs (Excluding GST) for 4 MT to 9 MT Truck	Grand Total for all type truck slab in Rs (to be filled in GEM)
GRAND TOTAL IN WORDS			

#### Note:-

- 1. Above mentioned units are indicative only actual quantity may be vary.
- 2. The bidder have to quote the rates including cost of labour, fuel, loading& unloading of stores inclusive of all taxes. GST will be paid extra by BSNL on demand of contractor. Bidder has to quote for all items otherwise tender will be treated as conditional and rejected. Rate in words will be treated as final if there is difference between quotes of figure and words. All overwriting/correction must be attested by bidder /authorized signatory. Having examined the tender documents, terms and conditions stipulated therein, specification of work etc. we the under signed offer to execute the Transportation of Telecom Stores work in conformity with the said specifications and conditions of contract.
- 3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. Quoted rate accept only on e-tendering methods.
- Bidder will have option to apply in all Zones or Zone of their choice. L1 bidder will be decided Zone wise.The valuation of the Tender will be done Zone wise on total effective composite price inclusive of GST

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

### PRICE SCHEDULE FOR ZONE-4 BASTAR BA

Distance in	• • • • • • • • • • • • • • • • • • •		Rates for more than 4T/Big truck Slab				
Km		Slab Quantity	Per unit	Total Quoted	Quantity	Per unit	Total Quoted
			Quoted rate in Rs (Excluding GST)	Price in Rs (Excluding GST)		Quoted rate in Rs (Excluding GST)	Price in Rs (Excluding GST)
Α	В	С	D	E=C*D	F	G	H=F*G
Up to 50 Kms	Per Truck	15			1		
51 KM to 100 KM	Per Truck	20			1		
101 KM to 200 KM	Per Truck	20			2		
201 KM to 400 KM	Per Truck	10			50		
Above 400 KM	Per Km	1000			1000		
Loading Charges	Per Truck	65			54		
Unloading Charges	Per Truck	65			54		
	Sub Total (					al (2)->	

### PRICE SCHEDULE FOR ZONE-4 BASTAR BA

### Table B: Calculation of Total Quoted price to be filled in GEM Portal

Sub Total (1) of Table A	Sub Total (2) of Table A	
Total Quoted Price in Rs (Excluding GST) for 1 MT Pickup Truck	Total Quoted Price in Rs (Excluding GST) for Up to 3MT Truck slab	Grand Total for all type truck slab in Rs (to be filled in GEM)
·		
GRAND TOTAL IN WORDS		

#### Note:-

- 1. Above mentioned units are indicative only actual quantity may be vary.
- 2. The bidder have to quote the rates including cost of labour, fuel, loading& unloading of stores inclusive of all taxes. GST will be paid extra by BSNL on demand of contractor. Bidder has to quote for all items otherwise tender will be treated as conditional and rejected. Rate in words will be treated as final if there is difference between quotes of figure and words. All overwriting/correction must be attested by bidder /authorized signatory. Having examined the tender documents, terms and conditions stipulated therein, specification of work etc. we the under signed offer to execute the Transportation of Telecom Stores work in conformity with the said specifications and conditions of contract.
- 3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. Quoted rate accept only on e-tendering methods.
- 5. Bidder will have option to apply in all Zones or Zone of their choice. L1 bidder will be decided Zone wise.

  The valuation of the Tender will be done Zone wise on total effective composite price inclusive of GST

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

# **SECTION - XIII.**

### **CHECK LIST FOR THE BIDDERS**

#### LIST OF THE DOCUMENTS TO BE UPLOADED DURING ONLINE BID

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.

Documents forming part of the bid: -

S.N.	Documents  If Attested Documents to be submitted in E Tender portal	Yes / NO / Not applicable (If Not Applicable, reason in brief)
1.	Scanned copy of Bid form duly filled in as per Section-VIII and Bidders profile as per Section-IX of tender document should be uploaded online separately.	
2.	Scanned copy of Documentary proof in respect of valid registration certificate from MSME/NSIC/UDYAM for tendered item/work (if applicable).	
3.	Scanned copy of Valid proof of office Address in Chhattisgarh State/Declaration may be submitted in this regards along with the bid.	
4.	Registration of Firm: Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship.	
5.	An Affidavit is to be given by the Proprietor/Partner's / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper Worth Rs.100.00 Or More as Per Format Section X. (Duly Self-Attested And Notarized ).	
6.	Scanned copy of Original "Power of Attorney" as per DNIT/Or Self declaration of not applicability of the firm	
7.	Scanned copy of NEAR-RELATIONSHIP CERTIFICATE, as mentioned in SECTON V and BSNL format at Appendix I separately.	
8.	Scanned copy of Experience Certificate as mentioned in Clause 8 of Section-I (DNIT).	
9.	Copy of Solvency certificate as mentioned in DNIT.	
10.	Scanned copy of valid PAN card	
11.	Scanned copy of Income-tax Return filed copy of last three financial years i.e. for AY 2022-23, 2023-24,2024-25	
12.	Attested copy of Valid Turn over Certificate from Chartered Accountant.  Average Annual Financial Turn Over during the last 3 Financial Years i.e.F.Y 2021-22, 2022-23 & 2023-24.	

13.	Scanned copy of valid ESI registration Certificate	
14.	Scanned copy of valid EPF registration Certificate	
15.	Self declaration regarding no pendency of EPF and ESI payments up to last FY	
16.	Scanned copy Valid GST Registration Certificate (PAN Based) and Self- declaration along with evidence that bidder is not black-listed by GST authorities	
17.	Self-declaration that bidder is not black-listed by any Central/State Governments/ PSUs Authority.	
18.	Undertaking regarding payment insulation in the given format available in tender document (Format at Section VI (C) )	
19.	Undertaking & declaration duly filled & signed (Format at Section VI (A) )	
20.	Scanned copy of valid Labour License as a proof of Registration as mentioned in NIT and undertaking regarding new labour license will be submitted by bidder before award of work.	
21.	Registration copy of Trucks(mini/Big) in bidders name/firms name/leased Trucks(mini/Big) at least one vehicle.( <b>Duly Attested by Notary/Gazetted officer</b> ) with up to date road tax & insurance	
22.	Copy of License (heavy duty) of the driver of the vehicle	
23.	Signed tender document on each & every page should be uploaded online through E-tender portal: www.gem.gov.in without any corrections ,deletion and overwriting in original (Digitally Signed/Ink seal signed)	
24.	Self declaration by the bidder in compliance to Make in India	
25.	Check list for the bidder duly filled.	
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