



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 HIRING OF COMMERCIAL MULTI UTILITY VEHICLES
FOR FIELD & HQ DUTIES FOR O/o GM BA BASTAR.**

NIT NO: - GEM/2025/B/5807482 Dated:10.01.2025

Read this tender document thoroughly

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

Tender submitted through online will be accepted

Website: www.gem.gov.in

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**

Contact no.: 0771-2281440

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Website: <http://chhattisgarh.bsnl.co.in>

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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 HIRING OF COMMERCIAL MULTI UTILITY VEHICLES FOR FIELD & HQ DUTIES FOR O/o GM BA BASTAR.				
2	Tender No.	NIT NO: - GEM/2025/B/5807482 Dated:10.01.2025				
3	Validity of tender offer	180 days from opening date.				
4	Business Area (BA) /details of work	BASTAR BA				
5	Type of vehicles (Non AC, Diesel etc.)	HARD TOP				
6	Tender Details					
S.No	Area/Type of Vehicle	Nos. of Vehicle Required	Annual Estimated Cost (in Rs) inclusive 5% GST	Price of Bid Document Inclusive of GST (in Rs)	Bid Security/ EMD (in Rs)	
1	Bastar BA	Hard Top	09	Rs 63,28,800.00	Rs 1,180.00	Rs 1,58,220.00
7	Total No of Commercial Vehicles	09 (Nine) numbers Hard Top of Petrol/ Diesel/ CNG driven commercially permitted vehicles under registered motor car/motor cab/maxi cab as defined in Motor Vehicle Act, 1988. The vehicles should not be older than three years from the year of issue of this NIT.				
8	Experience	Bidders should have experience of having successfully completed orders in single/multiple contracts in Central / State Govt. Organization / PSU during the last 5 (five) financial years ending last day of month previous to the one in which application are invited, and should be one of the following: - Three completed works costing and each not less than the amount equal to 40% of the Estimated TENDER cost. OR Two completed works costing and each not less than the amount equal to 50% of the estimated TENDER cost. OR One completed works costing not less than the amount equal to 80% of the estimated TENDER cost. 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:	The bidder shall furnish the Bid Security/EMD in one of the following ways:- 1) Banker's Cheque/BG /Crossed Demand Draft of amount as mentioned in clause-6 of NIT in favor of AO (A&B), O/o CGMT BSNL RAIPUR ; Payable at RAIPUR Chhattisgarh . 2) The bidders will be exempted from submission of Bid Security/EMD on production of requisite proof in respect of valid certification from competent authority for the tendered item. (3) The tender, which is not accompanied by Bid Security/EMD, shall be summarily rejected. (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 & Medium Enterprises for " Hiring of Commercial Vehicles work " or similar work, valid on the date of opening of the EOI. The scope of area of the above MSE registered bidders.
10		Tender document are available on the portal mentioned in form of DNIT (Detailed Notice Inviting Tender) only. Physical copy of the tender document would not be available for sale.
11		The Tender document shall not be available for download on its submission/ closing date.
12		CGMT CG CIRCLE, BSNL, RAIPUR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
13		Not Readable, Incomplete, ambiguous, conditional tender bids are liable to be rejected.
14		(a)All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. (b)All online documents should be submitted Original (Scanned) or self attested, Bid will be rejected if online documents are not submitted as mentioned above.
15		The quantities stipulated in the tender are estimated and BSNL reserves the right to vary the quantity to the extent of -25% to + 25% of specified contract quantity.
16		Tender will not be accepted/received after expiry of date and time.
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.
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		Deleted
20		Every hired vehicle must be GPS fitted and journeys are tracked.
21		The work should be completed within stipulated time period otherwise work may be awarded to L-2 bidder at L-1 quoted rate.
22	MSE/NSIC./ UDYAM Vendors	<i>(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</i>

		<i>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.</i>
23	Power of Attorney	<p>(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 in 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.</p> <p>(b)The power of Attorney in original is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.</p> <p>(c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.</p> <p>(d)In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e- tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.</p>
24	ELIGIBILITY CONDITIONS	
	<ol style="list-style-type: none"> i. Bid Security in accordance to clause no 6 of Section I of NIT. ii. Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online separately. 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: <ul style="list-style-type: none"> ➤ 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. Original “Power of Attorney” in case person other than the Bidder signed the documents. 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 vi. NEAR-RELATIONSHIP CERTIFICATE, as mentioned in SECTION V Clause 7 and as per format at Appendix –III-A separately. vii. Experience Certificate as mentioned in Clause 8 of Section-I (NIT). 	

- viii. 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 the tender and the date of issue of the Solvency Certificate should not be older than **6 (SIX) months** from issue date of NIT.
- 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. Income-tax Return filed copy of last 3(three) financial years i.e. for AY 2022-23,2023-24,2024-25
- xi. 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 at-**least 40%** of estimated tender cost.
- xii. Copy of valid ESI registration Certificate.
- xiii.** Copy of valid EPF registration Certificate.
- xiv. Self declaration regarding no pendency of EPF and ESI payments up to last FY i.e. 2023-24.
- xv. Valid GST Registration Certificate (PAN Based) and Self-declaration along with evidence that bidder is not black-listed by GST authorities.
- xvi. Registration of Labour identification Number (LIN).
- xvii. 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.
- xviii. 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 XII. (Duly Self-Attested And Notarized).
- xix. 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 signed), Tender is liable to be rejected if Filled Tender Documents are not submitted accordingly.
- xx. Copy of vehicle registration with commercial permit as Taxi from RTO having valid insurance. At least 30 % of the estimated Quantity of such vehicles shall be in the name of firm/Bidder. The registration certificate (RC) of vehicles shall not be older than three years from the year of issue of this DNIT.
- xxi. A clear declaration that the firm will be able to supply only such commercial permit vehicles of model not older than 3 (three) years than the year of issue of DNIT.
- xxii. Documentary proof in respect of valid registration certificate from MSME/NSIC/UDYAM for tendered item/work (if applicable).

Note:-

1. All online documents should be submitted Original (Scanned) or self-attested (Digitally sign/ink signed with seal) in case of Xerox copy, Bid will be rejected if online documents are not submitted as mentioned above.
2. 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. The evaluation of the Tender will be done for quoted price **including GST**.

SECTION-II
BID FORM

Ref: Your Tender Enquiry (Tender) No.....Date.....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a **sum @5% of the contract value plus 18% GST** for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified.
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance (LOI) thereof in your notification of award shall constitute a binding contract between us.
8. We have read and understood all technical, general & commercial conditions of this bid document and accept to comply them unconditionally.
9. We are not under any penal action of black listing and / or barred from participating in TENDER by any BSNL unit or any other Govt. /Semi Govt. /Autonomous body/PSU.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on behalf of

Address.....

SECTION-III

BIDDER'S PROFILE

**Attested photograph
of the bidder/
Authorized
Signatory holding
power of Attorney**

1. Name of the bidder/ firm _____

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)

3. Address of the firm.....
.....

4. Office Address.....

5. Tel no. (with STD code) (O)..... (Fax).....[R].....

6. Mobile no and E-mail Id:- _____(M) _____(e-mail ID) -----

7. 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. Valid Registration with central labour commissioner under contract labour act 1970:

16. Is your concern Recognized / Registered (Attach Photocopy as a proof) Tick as applicable:

- Recognized by Govt. of India as Tourist Transport operator
- Registered under Companies Act
- Registered under Shops and Establishment Act
- Registered as Firm
- Proprietorship / Any other category(please specify)
- Sister concern of(please specify name)

17. Any other social security scheme for workers: (Like group insurance/personal accident insurance /pension etc for Drivers) (Give details):

18. PARTICULARS OF VEHICLES AVAILABLE WITH THE TENDERER:

A. TYPE OF VEHICLE (S) -----REGISTRATION NUMBER-----

B, Transport License No. ----- Permit Number: -----

Supporting documents for Minimum 30% commercial vehicles of estimated quantity put to tender in the name of bidder/firm (Self Attested Xerox Copy to be attached)

19 If the firm is black listed by any organization, so details may be submitted.

20 AADHAR CARD NO.....

21 **LIN No.** _____

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

Place:

Date:

Signature of bidder/Authorized

Signatory.....

Name of the bidder.....

Seal of the bidder.....

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.

SECURITY DEPOSIT

- a. The successful bidder shall deposit security deposit equivalent to **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 prorata 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-in-charge" 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, Labour license, GST payment particular & 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 -:
 1. Unsatisfactory service.
 2. Theft or misappropriation of materials of the 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.
- k. 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

or

(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 bidder will be required to submit tax invoice within 30 days duly accompanied with complete documents as provided in 4.6 below.
- 4.2 The bills should be sent to BSNL for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 4.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill will be paid on performance basis.
- 4.4 deleted
- 4.5 **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.)”**
- 4.6 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) Attested Copy of wage sheet for the month duly signed by concerned official as per the Appendix-V
 - c) Supporting valid documents for proof of payment of EPF & ESI Contribution against each Driver
 - d) Copy of work order.
 - e) Proof of payment of Wages either online payment or cheque to the Drivers of the month.
 - f) Temporary/Permanent Identity Cards issued by Contractor for the contract duration of engaged Drivers.
 - g) Permanent Pahchan Card issued by ESI office for the duration of engage Drivers
 - h) Permanent EPF No/ UAN No. by EPF Office for the duration of engage Drivers.
 - i) Copy of RC Book for proof of vehicle registered as commercial Permitted Vehicle & having valid Road tax clearance certificate. **The vehicles registration should not be older than three years from the month of issue of this NIT.**
 - j) Copy of driving license of drivers
 - k) Copy of valid insurance of vehicles.
 - l) Other Document for fulfilling of Term and condition as prescribed by Motor Vehicle act, 1988
 - m) No payment will be made for vehicles supplied by the Service Provider older than Model specified in bid / NIT .
 - n) Payment proof of GST Challan.
 - o) Labour Identification Number (LIN No) from Shram Suvidha portal under labour Ministry.

Note:-

1. Contractor shall Maintain all the labour records and submit necessary periodical statements to BSNL. Such records shall be preserved as per the extant guidelines for production before any authority/ tribunal etc. as and when required.
2. Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment by the contractor.

- 4.7 No interest will be claimed on the delay payment on any ground of dispute or delayed payment.
- 4.8 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.
- 4.9 **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. CLAUSE BY CLAUSE COMPLIANCE. A clause- by – clause compliance of service to be provided shall be given as per Scope of Work U/S II and General & Commercial Conditions U/S-III. In case of deviation a statement of deviation shall be given.

6. 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) In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
- 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.
- iv) If any vehicle is sent to places anywhere in CG or outside CG the responsibility to pay toll tax en route will be responsibility of the bidder/contractor. The same can be claimed with invoices.
- v) The rate should be on monthly basis as well as daily basis. The KM slabs for monthly hire and Time-KM slabs for daily hire are shown in SCOPE OF WORK in SECTION-VII

7. PRICE REVISION:

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

Increase or decrease in Petrol/Diesel during the month =

Actual KMs run by the vehicle X (Revised rate per liter - Base rate per liter) Average KM per liter of Diesel / Petrol consumption (KMPL)

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed as **9Kms in case of AC cars** and **12 Kms in case of Non-AC Cars in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).

- 7.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.
- 7.3 In case of minimum average run per liter of fuel (i.e. Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.
- 7.4 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

8. TERMINATION OF CONTRACT

- 8.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by BSNL.

- b) If the contractor fails to perform any other obligation (s) under the General & Special Conditions of the contract.
- 8.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- 8.3 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.
- 8.4 Notwithstanding anything contained herein, BSNL also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.
- 8.5 In case of death of contractor during the period of contract, CGMT CG CIRCLE RAIPUR may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.
- 8.6 If it came to the notice of buyer regarding any default in payment of EPF/ESI from any source during the contract period then the contract will be terminated.

9. 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. 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.

11. ARBITRATION

- 11.1 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.

11.2 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.

11.3 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.

11.4 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**.

12. 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.

13. INSPECTION:-

BSNL shall have the right to cause an examination of the work and the final 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 been over paid in respect of any work done by the 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 to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

14. 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.

15. 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.

16. COUNTER OFFER

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

17. 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.

18. AUDIT AND TECHNICAL EXAMINATION:

18.1 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.

18.2 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.

18.3 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

19. 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

20 RECOVERY OF OVER PAYMENT

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.

21. Deleted

22. COURT OF JURISDICTION:

22.1 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).

22.2 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.).

23 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.

24 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 period of 15 days (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 24.1 above, BSNL may ask the Vendor to continue performance of the contract to the extent till contract is not terminated.

25 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 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.

26 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.
9. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Section VII 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 special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section V.
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. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

7. NEAR-RELATIONSHIP CERTIFICATE: -

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".

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).

The format of the certificate is given in Appendix-III(A).

8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
10. The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.
11. In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
12. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.
13. BSNL reserves right to counter offer price against price quoted by the bidder.
14. 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.

15 **DISTRIBUTION OF WORK**

- 15.1. The CGMT CG CIRCLE Raipur shall have the sole discretion in determining the number of Contractors on whom the work orders shall finally be placed. If multiple bids are accepted, the terms and conditions offered to the lowest shall also apply to the higher bids.
- 15.2 General policy of distribution: The CGMT CG CIRCLE RAIPUR reserves the right to award the works to more than one bidder as per CVC guidelines, if required in the interest of the department.
- 15.3 CGMT CG CIRCLE Raipur also reserves the right for the placement of order of the balance quantity or part of L1 quantity , to L2 bidder at L1 rate in case of degraded performance of L1 bidder during any stage of the contract.
- 15.4 BSNL reserves the right to depart from the above guidelines for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids.
- 15.5. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
16. The contractor should ensure that at the end of duty; the duty slips are completed and signed by the users. The log book in duplicate copy form to be printed and serially numbered by the contractor as per the format given in Section-X.

17. The contractor shall provide his employees a uniform, which shall be worn by them all the time while on duty.
18. LCV means Light Commercial Vehicle as defined in Motor Vehicle act 1988. The BSNL reserves the right to inspect & approve the vehicle along with its type before hiring as per requirement. Normally BSNL will take Hard Top LCV's like Bolero, TUV-300, Sumo etc.

19. 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.

20. 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.
21. 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.
22. (A) 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)

23. 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.

24. 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.

25. EVALUATION CRITERIA:-

- 1) The tender will be evaluated on overall lowest cost of hiring of all types of vehicles for tenders participated in a business area.
- 2) For out station journey and halt, over time payment claim will not be applicable.
- 3) In price schedule table, rates for No. of Kms have to be filled in the financial bid as per format given in the bid
- 4) Deleted
- 5) Bid that is most beneficial/ economical to BSNL will be the one, evaluated as most attractive and will be finally accepted.

Note:-

1. 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.
2. All online documents should be submitted Original (Scanned) or self-attested in case of Xerox copy, Bid will be rejected if online documents are not submitted as mentioned above.
3. 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.
4. 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.
5. The evaluation of the Tender will be done for quoted price **including GST**.

SECTION-VI

SCOPE OF WORK (Schedule of Requirement)

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

(Scheduled Works) Monthly Km Hire Slab:

As per monthly requirement the vehicles will be requisitioned. The Monthly Kilometer hire slab on which Vehicles are required and the estimated number of such **hiring per Month** are tentatively indicated below:

(1).BASTAR BA_HARD TOP

Monthly Hire slab	Quantity of Non Air- conditioned Diesel/ Petrol Sedan Car Maruti Dezire /Hyundai Aura/ Tata Zest etc.	Quantity of Required Hard top Mahendra Bolero, Tata Sumo Xylo etc. in Nos.
A	B	C
1500 KMs	0 Nos.	9 Nos.

NOTE : The Tables shown above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.**

SECTION VII

SERVICES TO BE PROVIDED

1. **SERVICE:** Provision of vehicles with licensed drivers, registered commercial vehicles on hiring basis for running in the Business Area / Chhattisgarh Telecom Circle & anywhere in the jurisdiction of BSNL when required.
2. **PERIOD OF CONTRACT:** Under normal circumstances the contract shall be valid for a period of One year from date of Agreement. However contract may be extended for further period upto one year, on the same rate, terms and conditions after ensuring competitiveness of the rates.
3. **QUANTITY:** Estimated number of vehicles to be hired is as per NIT however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. **DUTY HRS.** As per requirement, the vehicle can be called any time, any day for any number of hours . (Duty Hours of vehicles are normally for ten hours per day) either at a stretch or in parts.
5. **NOTICE PERIOD** for supply of vehicles shall be one day in advance for Regular requirements. Three hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
6. **REPORTING PLACE:** Normally any place within the jurisdiction of General Manager BUSINESS AREA (Name)..... & anywhere in BSNL in case of specific requirement approved by CGMT CG CIRCLE Raipur.
7. **COUNTING OF DISTANCE:** will be from the starting point of the user and closing at the point wherever user completes his/her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5KMs whichever is less.
8. **ACCURACY OF METER:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

9. PENALTIES

- (1) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or delay should not be more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 2000/- shall be imposed in addition to deduction on pro-rata basis for the period.
- (2) The penalty for absence during extra Hour duty will be Rs. 200 per occasion and for Temporary absence during duty hours without valid permission shall be Rs. 150/- per hour of absence.
- (3) In case of non-availability of vehicles for any particular day penalty of Rs. 1,000/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (4) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of CGMT BSNL CG Raipur would be final.
- (5) No payment will be made for vehicles supplied by the Service Provider older than Model specified in bid / NIT.
- 6) Should not refuse to provide vehicles against BSNL's requirement and on each refusal a penalty as given at item (3) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

10. SPECIAL REQUIREMENT :-

- i) Telephones-Intending bidder must have a telephone where requisition of vehicles can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.
- ii) Identity Cards- Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers through' Local Govt. offices.
- iii) Drivers: attested copy of driving license should be submitted during the contractual period. Drives must be trained to formalities manners & etiquettes of corporate drivers to be observed during operation of vehicle.
- iv) Govt. Tax / Levy / Duty: Payment of any Govt. tax or duty for supplying the vehicles in Jurisdiction of CGMT CG Raipur will be liability of contractor.
- v) Parking and Toll charges, if any, may be claimed by producing valid parking / Toll slips.

- vi) Shortage in utilization of contracted Kms if any during a Particular month will be suitably adjusted over a residual period of contract. Consumables like lubricants, tyres, battery and repairs and maintenance, taxes, insurance etc. will be to the service provider liability.
- vii) Documents of vehicles-The attested copy of R/C Book Permit and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.
- viii) Mandatory Requirements : Drivers must be equipped with (i)BSNL Mobile phone, (ii) Identity card, (iii) Uniform, (iv) Driving license (Professional),(v)clearance certificate from traffic police. Not adhering to above requirements will be treated as non-performance. Attested copy of driving license (professional) must be submitted during the contractual period. Drivers must have an experience of three years. Experience will be verified at the time of engaging driver. Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices.
- ix) Assign driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- x) Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (Section XI) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- xi) Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- xii) Unused KMs ,if any, during a particular month (monthly KM slabs) will be carried over to the subsequent three months and will be adjusted against any extra KMs if performed over and above the agreed slab for the hired vehicle. A certificate to this effect is given on the body of bill while submitting claim for payment. If the shortage mileage is not adjusted within a period of 3 months bill, a proportionate amount (on basic KM basis) will be deducted at the end of the 4th month bill.

11. DEBARRING CONDITIONS:-

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

12. BSNL WILL NOT HAVE OBLIGATION:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard, the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offense under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

13. BSNL reserves the right to place sticker/Flex or any such material deemed fit for advertisement of BSNL product& services without any payment.

14. Vehicle can be sent to any place within CG Telecom Circle or BSNL as whole in case of requirement.

15. The contractor who participates in tender will be presumed to have agreed that BSNL vehicles, which are basically for operational needs of field units, will have to carry testing instrument, cables, main power and other tools necessary for such purposes. If the driver/contractor disagree at any time to accommodate such requirement will be black listed from participation in future tenders anywhere in BSNL and his current

contract will be cancelled/ terminated and SD will be forfeited . The bidder is required to give an undertaking in this regard in technical bid as part of bidder's eligibility document as declaration- IV.”

16. If the vehicle in charge or any representative of CGMT CG CIRCLE Raipur asks the contractor to remove the driver from that vehicle, normally, the driver should not be re- employed in any other vehicle of BSNL Indore but if the contractor requests that due to his professional reasons he has to reemploy this driver in any other vehicle, the driver can be given one chance to show improvement and remain employed in the second vehicle or can be brought back to original vehicle. CGMT CG CIRCLE Raipur reserve sole right to decide on this issue.
17. In exceptional cases if the contractor offers, on his own, vehicle of grade higher then mentioned in the tender and if it is in very good condition and is of earlier model, CGMT CG CIRCLE Raipur reserves the right to permit the use of such vehicle at the rate approved in the tender for the original grade of the vehicle.
18. One working day will be given for the maintenance in month but one Sunday in lieu of the above will be used for the network operation and maintenance through this vehicle.
19. If the vehicle in charge (of any rank) orders the driver to take the vehicle outside his jurisdiction, the driver must inform the contractor who will in turn will take permission from officer who has issued work order. Any such Journey performed without permission will not be payable.

Statement of Vehicles in the Name of Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. N O.	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									

Note: Use additional sheets if required.**Declaration:****The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.**

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

SECTION -VIII
PERFORMANCE SECURITY BOND

BG No.-----

Date-----

Rs.----- Valid up to:-----

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

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

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the BSNL, _____ any money so demanded not withstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the 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 Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the BSNL, _____ or any indulgence by the BSNL, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated : _____

For _____
(Indicating the name of the bank)

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

Name of the Branch _____
Bank Contract Telephone No. ----- Mobile No.-----
E-Mail ID _____

SECTION –IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before Date of Bid opening)

NIT NO.Dated:

To

The AGM (MM),
O/o CGMT CG CIRCLE ,
Bharat Sanchar Nigam Ltd Raipur (C.G.)

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

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

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

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note: -

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

SECTION X

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No.....

Date.....

(to be filled by contractor)

1. Regn. No of Vehicle:.....
2. Non-A/C, Model & Year, petrol/Diesel/CNG.....
3. Name, Designation & address of user
-
-

(to be filled by user)

4. Purpose of Journey (detail)
5. Places visited
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc.....
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

SECTION-XI

{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)}

AGREEMENT FOR VEHICLE HIRE

This agreement made on this _____ day of (month) (year) **2024**

Between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no ----- having its registered corporate office at **Bharat Sanchar Bhawan H.C. Mathurlane , Janpath New Delhi-110001** and Circle Office **Chhattisgarh Raipur (C.G.)** of the first part through(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-----
----- **Dated:** _____ herein part of this agreement.

And

M/s ----- having Address at _____ (hereinafter referred to as the service provider/ Party of Second Part' or Second Part which expression shall included the legally constituted signatories, assigns, Successors and officers duly empowered to execute such agreement) of the second part through his sole proprietor Mr. _____ empowered to execute this agreement.

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.** -----
----- **Dated:** / /2024 (the BSNL CG Circle) on the terms and conditions herein contained and the rates approved 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:

1. The Service Provider shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide **SECTION-XIV.**to this agreement. BSNL shall reimburse that amount of GST, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BSNL. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by BSNL.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The authorities of BSNL indicated in **Appendix-I** shall place an order for their requirement on the official Hire order form **Appendix-II** (herein after called Hire order) and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the BSNL and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to BSNL not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The BSNL only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the BSNL is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the BSNL then the BSNL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Clause 4 of Section-IV of the Bid document to concerned Section of BSNL on monthly basis for release of payment by BSNL.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by local Central / State govt. office competent to issue such cards and also carry duty slips printed by the Service Provider as per the Format prescribed by BSNL, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / BSNL officials. On the basis of these duty slips, the bills shall be raised to BSNL by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
9. If the Service Provider fails to provide the vehicle to BSNL and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause (8) of Section V of Bid Document.
10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (9) of Section VIII of Bid Document.
11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-
 - 11.1 Non-availability or refusal of vehicles as requisitioned by BSNL for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion.
 - 11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
 - 11.3 If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of THE CGMT CG CIRCLE , would be final.
 - 11.4 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.
 - 11.5 No payment will be made for vehicles supplied by the Service Provider if the vehicle is older than three years Model or commercially not registered.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. BSNL shall have no liability whatsoever.
13. The Bid Document No. _____ Dated _____, schedules annexure/appendix which are annexed to this agreement, as schedule & _____ respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Service Provider. BSNL shall not be liable for any loss, damages, etc suffered/ to be suffered by Service Provider or third party as the case may be.
15. If for any reason the BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the BSNL against all such liability.
17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.
18. The Service Provider will also ensure that they will not supply the vehicles to BSNL which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Schedule-IA of Company Act 1956 and clause 11. (iii) of Section-VIII of the Bid documents enclosed as schedule to this agreement. A certificate to this effect is annexed to this agreement as **Appendix-IV**.
19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.
20. Service Provider shall not engage any person below 18 years of age.
21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (6 & 7) of Section-V of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (7.1) of Section-V of Bid Document.
22. The KMs not used during a particular month (monthly KMs slab) shall be carried over to the subsequent three months and extra KMs if any travelled during these three months will be adjusted against these unused KMs.
23. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT,CG Circle 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 CGMT 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 CGMT,CG Circle of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The venue of Arbitration proceeding shall be Office of CGMT, CG Circle of BSNL at Khamhardih, Raipur or such other place as the arbitrator may decide.

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

25. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the Local Traffic Rules/Motor Act/employees/ workers engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
26. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify BSNL in the pro-forma annexed as Appendix –IV duly attested by a Magistrate / Executive Magistrate.
1. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:
- m. Vehicle engaged will either be in the name contractor or leased Agreement from the Owner is to be submitted once it work order issuing authority. No any vehicle is to be change without approval of work order issuing authority and also submitted the driving license of all drivers at once and no any driver will be change with prior approval of work order issuing Authority

 (Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

 Name of the CGM/PGM/GM
 Bharat Sanchar Nigam Limited

Address : _____

Tel : _____ Fax : _____ E-mail : _____

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

Signed _____
 For and on behalf of the BSNL
 Name (caps) _____
 Position _____
 Date _____

Signed _____
 For and on behalf of the Service Provider
 Name (caps) _____
 Position _____
 Date _____

In the presence of Witnesses
 1.
 2.

In the presence of Witnesses
 1.
 2.

Note:- The Successfully bidder are to be submitted this agreement as available in Tender documents without any corrections and overwriting in original, along with duly seal & signed by bidder on each page of the tender document at the time of agreement.

Appendix- I

B.S.N.L.
[A Government of India Enterprise]
(Part of Agreement for vehicle hire)

The List of authorities

(Approved by Head of Circle/District/BA)

Period of contract :- From _____ To _____

Name of BA _____ Name of Circle _____

Sl. No	Name of	Address	No of Vehicles / Unit Allotted for Hire	Monthly Hire Charges Per vehicle	Make	Model Euro-I/II	Monthly Contracted KMs
--------	---------	---------	---	--	------	--------------------	------------------------------

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

B.S.N.L.

[A Government of India Enterprise]

Hire Order

(only by specified authority)

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

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

Order details

BSNL's order number _____ Service Provider's reference _____

Name of Hiring unit _____

Name of BA _____

Designation of authority hiring _____

Delivery address _____

Vehicle details

Make _____ Model (year of manufacture) _____

Fuel used _____ Horse Power (cc) _____ Euro I / II _____

Any other details _____

Hire details

Vehicle delivery date _____ Period of hire (months) _____

Monthly hire charge Rs. _____

Contracted monthly mileage _____ Kms

Signed _____

(on behalf of BSNL)

Name (caps) _____

Position _____

Date _____

NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 7 of SECTION V by the bidder in respect of status of employment of his/ her near relation in BSNL)

(Format of the Certificate to be given as per below by the bidder in respect of status of employment of his/ her near relation in BSNL)

* I.....s/o.....r/o..... here by certify that none of my relative(s) as defined in The tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.**

OR

* Following are the details of near relatives working with the BSNL.

S. No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

* **Strike off whichever is not applicable.**

In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/Partners/Directors of the tenderer entity

With date and seal

DECLARATION

I under take to allow use of vehicles supplied by me for carriage of cable (U/G & OFC) , Tools, Instruments & man power as required by operational needs of BSNL.

I know that this undertaking is part of the eligibility document and any refusal on my part in this regard will result in terminating of my contract (if I am awarded) and I will be black listed from participating in all future tenders of BSNL

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)
Station:
Date:

UNDERTAKING

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

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

(1)I/ We -----shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with BSNL.

(ii)I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact

OR

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

OR

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

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

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

Date:

Place:

(Signature:-----)

Name :-----

Designation:-----

WITNESS :

- 1.
- 2.

(TO BE SUBMITTED ALONG WITH MONTHLY INVOICE)

WAGE SHEET OF M/s.....FOR THE MONTH OF.....

TENDER FOR

WORK ORDER NO.....

Particulars					Deductions				Payment Details			
S. No	Name	EPF Account No.	EPF UAN No.	ESIC No.	Total Wages	EPF	ESIC	Any Other	Net Payment	Paid Via RTGS on Dated.	Bank Name	Bank Account No.
1												
2												
3												

1. Certified that the above employees are Regular Employees of M/s..... and are having Valid Driving License
2. Necessary Identity cards issued to the employee concerned.
3. Necessary Labour Licence has been obtained from the concerned labour office
4. Wages paid to the above employees are not less than the rate prescribed under the Minimum Wage rates as Prescribed by Chief Labour Commissioner, Ministry of Labour & Employment, GOI.
5. The EPF of the above employees have been paid vide Challan No Dated..... and enclosed as Annexure with the Invoice.
6. The ESIC of the above employees have been paid vide Challan No Dated and enclosed as Annexure with the Invoice

(Signature of The Contractor in ink with Seal)

Verified that the Minimum Wage as detailed above/EPF/ESIC and other labour related compliances have been made and ensured.

**(Signature of the concerned BSNL officer
In-Charge with official Seal)**

SECTION XII

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

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-or More. The stamp paper has to be in the name of the tenderer)

I _____ Sole proprietor/ Partner/ authorized signatory of M/s _____ sole proprietorship/partnership firm/public/ private limited company, having its principal place of business/ registered office at -----
----- (Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____

	Full Name of proprietor	Fathers name	Address	Contract No.	Email ID
1					

That our firm is partnership firm having partners as under:-

	Full Name of partners	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

OR

That our firm is Private limited / public limited company incorporated in terms of the provisions of the Companies Act. 1956/ Companies Act, 2013.

	Full Name of Directors	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

2. I /we -----(Name of Partner/ Directors) all the partners/ Directors here by authorize to Mr.----- to act in our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the THE CGMT CG CIRCLE BSNL Raipur , (C.G.) in connection with their Tender for----- Vide NIT No. -----

In short he is fully authorized to do all each and everything requisite for the above purpose concerning _____ (Name of Firm) and we hereby agree to confirm and ratify his all and every act of this or any documents executed by our said attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

3. Detail trade/work description of Firm:-

I. -----
II. -----
III. -----

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.
15. I/We hereby confirm and declare that, my/our firm/company M/s..... 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 -----
 - ii. 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)

DEPONENT

Verified at -----on-----that 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)

DEPONENT

(Signature & seal of Notary)

SECTION-XIII

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-XIV

DELETED

SECTION-XV

DELETED

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

S.N.	Document	Yes / NO / Not applicable
Self Attested Documents to be submitted in E Tender portal		
1	Scanned Copy of Bid Security/EMD	
2	Scanned copy of Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online separately.	
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	Scanned copy of Original "Power of Attorney" in case person other than the Bidder signed the documents. 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.	
6	Scanned copy of NEAR-RELATIONSHIP CERTIFICATE, as mentioned in SECTION V Clause 7 and BSNL format at Appendix -III-A separately.	
7	Scanned copy of Experience Certificate as mentioned in Clause 8 of Section-I (DNIT).	
8	Copy of Solvency certificate as mentioned in DNIT.	
9	Scanned copy of valid PAN card	
10	Scanned copy of Income-tax Return filed copy of last three financial years i.e. for AY 2022-23, 2023-24,2024-25	
11	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	
12	Scanned copy of valid ESI registration Certificate	
13	Scanned copy of valid EPF registration Certificate	
14	Self declaration regarding no pendency of EPF and ESI payments up to last FY	
15	Scanned copy of Valid GST Registration Certificate (PAN Based) and Self-declaration along with evidence that bidder is not black-listed by GST authorities.	

16	Registration of Labour identification Number (LIN).	
17	Scanned copy of valid Labour License as a proof of Registration as mentioned in DNIT	
18	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 XII. (Duly Self-Attested And Notarized).	
19	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 signed)	
20	Scanned copy of vehicle registration with commercial permit as Taxi from RTO having valid insurance of at least 30 % of the estimated Quantity of such vehicles shall be in the name of firm/Bidder.	
21	A clear declaration that the firm will be able to supply only such commercial permit vehicles of model not older than 3 (three) years from the year of issue of this DNIT.	
22	Scanned copy of Documentary proof in respect of valid registration certificate from MSME/NSIC/UDYAM for tendered item/work (if applicable).	
23	Any other supporting documents asked for in bid document.	
24	Check list for the bidder duly filled	

VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code