

BHARAT SANCHAR NIGAM LIMITED (A
GOVT OF INDIA ENTERPRISES)
O/o GMTD-KHAMMAM PIN-507002

TENDER DOCUMENT

LIMITED TENDER FOR
TRANSPORTATION OF TELECOM
STORES OF KHM SSA
IN KHAMMAM TELECOM DISTRICT FOR THE
YEAR 2019-20

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SECTION I

**BHARAT SANCHAR NIGAM LIMITED O/o
THE GMTD,BSNL,KHAMMAM TELANGANA-
507002**

NOTICE INVITING TENDER

Lr.no GMTD-KHM/SDE-MM/tender for transportation of stores of KHM SSA/2019-20/ dtd at KHM 10-08-2019

Limited Tenders are invited by the GMTD,BSNL,KHAMMAM for and on behalf of the Bharat Sanchar Nigam Limited(BSNL) for the following works from Eligible contractors & agencies having experience in transportation of materials.

1.Name of work: "Transportation of Telecom stores in KHAMMAM SSA in KHAMMAM Telecom District for the year 2019-20."

2.Eligibility of tenderer : The tenderer should have experience of carrying out similar transportation work with any central/state Govt Depts/PSUs/Local Municipal authorities etc. for atleast one year in last 5 years with turnover of Rs.1 lakh.

- 3. i) Start Date of Issue of tender : 01-10 -2019**
ii) Last date of issue of Tender : 15--10- 2019 up to 12:00 hrs
- 4. Last date & time for submission of tender : 15-10-2019 up to 13:00 hrs**
- 6. Date of opening of the tender : 15-10-2019 at 15:00 hrs**
- 7. Estimated cost of the tender. : Rs ,2,00,000/-**
- 8. i) EMD : Rs 5,000/-(2.5% of the tender value)**
ii) Tender Document cost : 590/-
- 9. Security Deposit :20,000/- (10% of the tender value)**

EMD /TD cost to be submitted in the form of DD or bank pay order drawn on any scheduled bank after the date of NIT in favor of Account Officer (cash) O/o GMTD BSNL KHAMMAM payable at KHAMMAM

9. **Performance Security/(BG)** : 10% of the Tender value in the form of DD/PBG drawn on any scheduled bank in favor of Accounts officer (cash) O/o GMTD BSNL khammam within 14 days of issue of LOI/APO. The EMD paid by the successful tenderer can be adjusted from the above amount and the tenderer only can pay balance amount. The Performance security can also be paid in the form of Bank Guarantee; it should be valid for the period of **18 months** that would be specified in the letter of communication.

10. Duration of Contract: One year from the date of Award of contract extendable on the same rate & Terms and conditions.

The tender document shall be issued from AGM(Plg) O/o GMTD Khammam by paying an amount of Rs.590/- at cash counters of this office or in the form of DD drawn at any nationalized bank in favor of AO (cash), O/o GMTD BSNL KHAMMAM and payable at KHAMMAM . The GMTD/ Khammam reserves the right to reject any or all the tender tenders without assigning any reason whatsoever and is not bound to accept the lowest tender.

11. The Tenderer should submit the original Tender cost DD/ Cash receipt and EMD fee DDs in a wax sealed Envelope shall be:

a) Addressed to tendering Authority at the following address:

AGM(PLG) %GMTD ,KHAMMAM

^{2ND} Floor, BSNL Bhawan,

Burahanpuram,

KHAMMAM –507002. **On or before of 13:00 hrs of 15-10-2019.**

The envelope shall bear “Tender for Transportation of telecom stores of KHAMMAM SSA in KHAMMAM Telecom District for the year 2019-20

‘DO NOT OPEN BEFORE 15-10-2019

b. The envelope shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late.

12. Tenderer shall submit their tender by dropping in tender Box kept at **Room No S-4A O/o AGM(Plg) BSNL Bhavan Khammam** before prescribed time & date. Late received Tenders shall not be accepted.

The tenders shall not be received by post / courier. The tendering Authority shall not be responsible if the tenders are delivered elsewhere.

13. Notice Inviting Tender is available for display & publicity on website www.ap.bsnl.co.in

Assistant General Manager (PLG)
O/o General Manager, Telecom District,
KHAMMAM-507002.
On Behalf of BSNL

SECTION – II

INSTRUCTION TO TENDERERS

A INTRODUCTION

1. DEFINITIONS

“The Authority” means the GMTD, BSNL, and KHAMMAM acting on behalf of Bharat Sanchar Nigam Limited.

“The Tenderer” means the individual or firm who participates in the tender and submits its tender.

“The Transporter” means an individual / firm who are transporting various telecom stores among various stations under the jurisdiction of Telangana Telecom Circle.

“The Goods” means all equipment, machinery, and/or other materials which are to be transported under the jurisdiction of TT Telecom Circle, BSNL. “The Contract Price” means the price payable to the transporter under the work order for the full and proper performance of its contractual obligations / ELIGIBLE TENDERERS

2. The tenderer should have experience of carrying out transportation work with any central/state Govt. Departments, PSUs or local municipal authorities etc for at least one year in the last five years with a turnover of 1' lakh .

3. COST OF TENDERING

The tenderer shall bear all costs associated with the preparation and submission of the tender. The Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

4.

4.1 The material required to be transported; tendering procedures and contract terms are prescribed in the Tender Documents. The Tender documents include:

- (a) Notice Inviting Tender
- (b) Instructions to Tenderers
- (c) General/Commercial Conditions of Contract
- (d) Special conditions of Contract
- (e) Tender Form
- (f) Letter of Authorization
- (g) Advanced stamped receipt
- (h) No relative certificate
- (i) Performa for Agreement
- (j) Rate Schedules / Financial Tender.

- 4.2 The Tenderer is expected to examine thoroughly all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required as per the Tender Documents or submission of the tenders not substantially responsive to the

Tender Documents in every respect will be at the tenderer's risk and shall result in rejection of the tender.

5. CLARIFICATION OF TENDER DOCUMENTS

A prospective tenderer, requiring any clarification on the Tender Documents shall notify the Authority in writing at the office address indicated in the invitation of Tender. The office shall respond in writing to any request for the clarification of the Tender Documents, which it receives not later than

15 days prior to the date of opening of the Tenders. Copies of the query and clarifications by the office shall be sent to all the prospective tenderers who have received the tender documents.

C. PREPARATION OF BIDS:

6. The following duly signed documents should be submitted.

- (a) Documentary evidence establishing eligibility in accordance with the clause 2 & 9 that the tenderer is eligible to tender and is qualified to perform the contract if his tender is accepted.
- (b) Scanned EMD DD and Tender cost DD/Cash receipt
- (c) A Tender form and price schedule completed in accordance with clause 8, 9, & 10.
- (d) Experience certificates of carrying out similar transportation work with any central/state Govt Depts./PSUs/Local Municipal authorities etc. for at least one year in last 5 years with turnover of Rs.1 lakh.
- (e) The tenderer must furnish documentary evidence of the authority to sign the tender. In case of partnership firms, all partners must sign the tender.
- (f) Firm registration certificate is to be submitted if applicable for company/ partnership firm
- (g) Pan account no.
- (h) GST registration Certificate.
- (i) Bank details.

7 BID FORM:

The tenderer shall complete the Bid form and appropriate Price Schedule furnished in the Tender Documents.

Tenderer

8. TENDER PRICES:

The tenderer shall give the total composite price inclusive of all Levies & Taxes Excluding G.S.T. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the Authority.

9. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATION:

9.1 Experience certificates of carrying out similar transportation work with any central/state Govt Depts./PSUs/Local Municipal authorities etc. for at least one year in last 5 years with turnover of Rs.1 lakh

10. EMD (TENDER SECURITY)

10.1 Pursuant to clause 6 the tenderer shall furnish, as part of his tender, EMD for an amount as mentioned in the NIT.

10.2 The Tender security is required to protect the Authority against the risk of tenderer's conduct, which would warrant the security's forfeiture, pursuant to Para 11.2

11. A tender not secured in accordance with Para 10.1 & 10.2 shall be treated by the Authority as non-responsive and rejected.

11.1 The tender security of the unsuccessful tenderer will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the tender validity prescribed by the authority pursuant to clause 12.

11.2 The tender security may be forfeited :

(a) If the tenderer withdraws his tender during the period of tender validity specified by the tenderer on the Tender form or

(b) In the case of successful tenderer, if the tenderer fails:
(i) To sign the contract in accordance with clause 25 or
(ii) To furnish performance security in accordance with clause 25.

12. PERIOD OF VALIDITY OF TENDERS

12.1 Tender shall remain valid for **90 days** after the date of opening of tenders prescribed by the purchaser pursuant to clause 18.1. In exceptional circumstances, the Authority may request the consent of the tenderer for an extension to the period of tender validity. The request and the response thereto shall be made in writing. The tender security provided under clause 10 shall also be suitably extended. The tenderer may refuse the request without forfeiting his tender security. A tenderer accepting the request and granting extension will not be permitted to modify his tender.

13. FORMAT AND SIGNING OF TENDER

13.1 The tender shall be signed by the tenderer or a person duly authorised to bind the tenderer to the contract. The letter of authorisation shall be indicated by written power of attorney accompanying the tender. All pages of the original tender shall be signed by the person or persons signing the tender. The tenders submitted shall be sealed properly.

13.2 The tender shall contain no inter lineation's, erasures or overwriting except as necessary to correct errors made by the tenderer in which case such corrections shall be signed by the person or persons signing the tender. Also correction through fluid is strictly prohibited.

D. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS

14.1 The original copies of TENDER cost DD, EMD DD should be submitted in a sealed envelope along with duly signed tender form (section V).The cover should be duly wax sealed/PVC tape and superscripted **“Transportation of telecom stores of KHAMMAM SSA in KHAMMAM Telecom District for the year 2019-20” “DO NOT OPEN BEFORE xx-xx-2019”**

14.2 If all the envelope is not sealed and marked as required at paras 14.1, the Bid shall be rejected.

15 (a) The envelopes shall be addressed to at the following address.

To
Assistant General Manager (Plg)
O/o GMTD, BSNL BHAVAN, ,
KHAMMAM-507002

b) The envelope shall bear (the project name), the tender number and the words “DO NOT OPEN BEFORE” (due date & time)

c) The inner and outer envelopes shall indicate the name and address of the tenderers to enable the tender to be return unopened In case it is declared 'late' or rejected.

d) Tenders delivered in person on the day of tender opening shall be dropped up to 15.00 hrs in the box kept at 2nd floor, BSNL BHAVAN, KHM .i.e. O/o AGM (Plg), BSNL, KHAMMAM-507002.The purchaser shall not be responsible if the tenders are delivered elsewhere.

e) Venue of tender opening: Tender will be opened in the O/o AGM (Plg), BSNL,KHAMMAM-507002.i.e at 11.00hrs on the due date. If due to administrative reason the venue of tender opening is changed, it will be displayed prominently on ground floor at steps.

16. LATE TENDERS:

Any tender received by the Authority after the deadline for submission of tenders prescribed by the Authority pursuant to clause 15, shall be rejected.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 The tenderer may modify or withdraw his Bid after submission provided that the written notice of the modification or withdrawal is received by the Authority prior to the deadline prescribed for submission of tenders.

17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of tender submission in accordance with the provision of clause 14. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy, post marked not later than the deadline for submission of tenders.

17.3 Subject to clause 19, no tender shall be modified subsequent to the deadline for submission of tenders.

E. TENDER OPENING AND EVALUATION:

18. OPENING OF TENDERS BY AUTHORITY:

18.1 The Authority shall open the outer cover, then the cover containing Tender Security & documents shall be opened in the presence of tenderers or their authorised representatives who chose to attend, on due date. The tenderer's representatives who are present shall sign in an attendance register. The tenderers shall submit authority letter to this effect, before they are allowed to participate in tender opening. (A Format is given in section VI). The financial tender will be opened in the next stage for the eligible contractors after checking documents.

18.2 A maximum of two representatives of any tenderer shall be authorised and permitted to attend the tender opening.

18.3 The tenderer's names, tender prices, modifications, tender withdrawals and such other details as the Authority at its discretion, may consider appropriate will be announced at the time of opening the tender.

19. CLARIFICATION OF TENDERS:

To assist in the examination, evaluation and comparison of tenders, the Authority may, at its discretion ask the tenderer for the clarification of its tender. The request for the clarification and the response shall be in writing. However, no post tender clarification at the initiative of the tenderer shall be entertained.

20. PRELIMINARY EVALUATION:

20.1 Authority shall evaluate the tenders to determine whether they are complete, whether any computational errors have been made, whether required Tender security have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.2 Prior to the detailed evaluation, pursuant to clause 21, the Authority will determine the substantial responsiveness of each tender to the Tender Document. For purposes of these clauses, a substantially responsive tender is one which confirms to all the terms and conditions of the Tender Documents without material deviations. The Authority's determination of tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.3 A tender determined as substantially non-responsive will be rejected by the Authority.

20.4 The Authority may waive any minor infirmity or non-conformity or irregularity in a tender, which doesn't constitute a material deviation, provided such waiver, doesn't prejudice or affect the relative ranking of any tenderer.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TENDERS

21.1 The Authority shall evaluate in detail and compare the tenders previously determined to be substantially responsive pursuant to clause 20.

21.2 The evaluation and comparison of responsive tenders shall be on the price of the rates offered indicated in Price Schedule (Section X) of the Tender Document.

21.3 Evaluation will be done on Schedule I rate

22 CONTACTING THE AUTHORITY.

22.1 Subject to Clause 19 no tenderer shall try to influence the Authority on any matter relating to its tender, from the time of the tender opening till the time the contract is awarded.

22.2 Any effort by a tenderer to modify his tender or influence the Authority in the tender evaluation, tender comparison or contract award decision shall result in the rejection of the tender.

23. AWARD OF CONTRACT:

23.1 The Authority shall consider placement of orders for transportation work only to the Lowest Bidder.

24. AUTHORITY'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

The Authority reserves the right to accept or reject any tender, and rejects all tenders, at any time prior to award of contract without assigning any reason.

25. SIGNING OF CONTRACT:

The firm /agency who's Tender is accepted shall execute the Agreement on valid stamp paper. The successful tenderer shall furnish the Security Deposits as per the Terms and Conditions before award of work.

SECTION - III

**GENERAL (COMMERCIAL) CONDITIONS OF
CONTRACT**

Instructions relating to Tenderers for Transportation of various Telecom Stores among various stations under the jurisdiction of TT Telecom Circle, BSNL,

1. The tender application received without E.M.D and Cost of the tender document shall be summarily rejected.
2. The rates must be mentioned in only Schedule-I of Section X, herein enclosed, and in the manner indicated hereinafter. Any tender not in the prescribed form, or not in the manner indicated, shall be summarily rejected.
3. Rates should be quoted clearly in figures and words both. If there is discrepancy in rate in words & figures, the rate quoted in words shall be considered. Corrections, if any, must be signed by the tenderer, failing which the tender shall be rejected. Use of correcting fluid in the rates is strictly prohibited. Ambiguity in rates or insertion of any term or condition in the tender not specified in the Schedule-I shall render the tender invalid. Rates quoted should be firm for acceptance for a period of one year from the date of acceptance/agreement of the tender.
4. Incomplete and incorrectly filled-in tenders are liable to be summarily rejected.
5. Each and every page of tender document must be stamped and signed by the tenderer(s).
6. The Contract shall, ordinarily, be valid for a period of one year which may, however be extendable on same terms and conditions with the concurrence of the contractor, if considered necessary.
7. The successful tenderer shall have to sign an Agreement Deed, as per Section IX, within a fortnight from the date of acceptance of his offer.

8. Performance security (BG)

a). 10% of the Tender value in the form of DD/PBG drawn on any scheduled bank in favor of Accounts officer (cash) O/o GMTD BSNL KHAMMAM within 14 days of issue of LOI/APO. The EMD paid by the successful tenderer can be adjusted from the above amount and the tenderer only can pay balance amount. The Performance security can also be paid in the form of Bank Guarantee; it should be valid for the period of **18 months** that would be specified in the letter of communication.

b) The proceeds of the performance security are liable to be forfeited by the customer for the contractor's failure to complete its obligation under the contract.

9. The Performance security of successful tenderer shall be refunded only after the final settlement of all claims of the department, after the expiry of the contract as per the terms and conditions thereof and after issue of no due certificate.
10. The Performance security shall be forfeited if the contractor fails to execute the agreement deed, required in pursuance of this tender being accepted, or fails to carry out the work when called upon.
11. No interest shall accrue either on the Earnest Money Deposit or on the performance Security. Also the contractor shall have no claim for interest for the amount of bills in case the payment is delayed due to administrative reasons.
12. The GMTD, BSNL, KHAMMAM, on behalf of the B.S.N.L., does not bind himself to accept the lowest, or any tender, in whole or part, or to assign any reason for such non-acceptance, or part acceptance.
13. The GMTD, BSNL, KHAMMAM, reserves the right to award the work as a whole to a single contractor or to award the work to more than one Contractor for different work in different slabs in different or same rate.
14. **The estimated quantum of work may increase or decrease by 25% with same terms and conditions.**
15. All disputes are subject to Khammam court jurisdiction only.
16. BSNL shall not take responsibility for any errors while downloading, causing omissions/missing of any text of the document. BSNL will accept the Tender Schedule as per the original format only.
17. Transportation charges will be paid for the distance in Kilometres from the initial loading point of the Telecom stores to the last unloading point only. Irrespective of the origination of the vehicle from anywhere by the contractor.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

After acceptance of tender for transportation of telecom stores to/from any place within AP/Telangana Telecom Circle, the contractor shall have to execute a contract deed with B.S.N.L. through the General Manager, GMTD,BSNL, KHAMMAM mutually agreed upon following terms and conditions.

1.The contractor shall not demand undue charges which are not stipulated in the contract or mentioned in the conditions of the tender.

2.The contractor shall be responsible for loading, unloading and stocking the stores at the desired place as required by the respective in charges of the Exchanges/Offices.

3.The contract shall ordinarily be for a period of one year which may however be extendable on same terms and conditions and rates of the tender.

4.The contractor shall complete the work within 7 days (in case of road transport) from the date of issue of work order failing which he shall deem to have committed a breach of contract and suitable damages shall be recovered from him. In exceptional cases where transportation could not be completed within the stipulated period due to unavoidable reason, the contractor shall have to obtain certificate from the work issuing authority.

5. The contractor agrees that

a) The types of vehicles to be used shall be determined by the GMTD, BSNL, KHAMMAM or an official nominated by him has the discretion of temporarily or permanently rejecting any motor vehicle or any other mode of conveyance, which he considers unfit or unsafe for employment for the purpose of conveyance of stores.

b)The drivers to be provided by the contractor should be competent, careful, trustworthy, civil and respectable. They should be duly licensed and be subject to the approval of the GMTD,BSNL,KHAMMAM, or an official authorised by the GMTD,BSNL,KHAMMAM

c)The contractor shall not transfer or sublet the contract without the prior consent in writing of the GMTD,BSNLKHAMMAM

d)The contractor shall be responsible for all damages by fire, collision or accident and for all damage to property, persons or animals caused by his or any of his agents', employees', or nominees' negligence or default. Such damages shall be made good from the bills or the aforesaid security deposit.

The successful tenderer(s) shall arrange Insurance coverage towards the safety of the store materials to be transported by him, while covering the entire period from the time of the store materials are taken for transportation till the same are delivered to required destination. This insurance should cover losses due to fire hazards, accident

on the road/sea, lighting, explosion / implosion, impact by any road/sea, vehicle or animal and riot; strike malicious and terrorist's damages. For this tenderer should obtain a Insurance Policy which is termed as "FIRE POLICY C" WITH Floater extra covering the risk any wherein TT Telecom Circle (covering Andhra Pradesh and Telangana states) from a National Insurance Company and pledge to the BSNL in favour of GMTD,BSNL,KHAMMAM . This amount is to cover the cost of the quantum of stores materials issued to him for transportation. The successful tender(s) should obtain Insurance Policy and submit it to the BSNL along with the agreement bond, only after which the orders will be issued to them for transportation of stores materials. Insurance coverage paid by successful tenderer will not be refunded by BSNL.

The Contractor has to ensure safe loading and unloading of material .In case of damage to the material during loading and unloading equivalent charges for damage will be recovered from the contractor.

- e) The contractor shall be absolutely liable and responsible for the due and safe custody and delivery in good condition of all stores, etc., entrusted or delivered to him for conveyance and delivery.
- f) In case the contractor fails to transport the stores within stipulated time or of the transporter maintains an efficient service and otherwise to atendere by the terms of the contract, he shall be liable to pay a penalty of Rs. 200/- (Rs. Two hundred only) per day for the delay.
- 6.The contractor shall not employ any outside agent or assign or sublet the contract without the prior consent in writing.
- 7.The contractor agrees that he shall employ labour for this contract as per the prescribed labour laws of the land.
- 8.The contractor agrees to receive and carry out all the orders for the successful operation of the contract.
- 9.The contractor shall transport the telecom stores by 'covered' motor Lorries at rates quoted in Price schedule.
- 10. The BSNL has full discretion to reject temporarily any motor lorry which it considers unfair or unsafe for the employment for the purpose of conveyance of stores and any such rejection shall be final.
- 11. The contractor shall supply the required labour, appliances and tools for loading, unloading, weighing, distributing, storing, stacking, counting, etc., of articles of stores conveyed by him.

12. The contractor shall ensure that the stores to be conveyed are securely and properly covered with tarpaulin to protect from sun and rain, and consequent damage, deterioration, etc.
13. The contractor shall provide drivers, who are duly licensed and are competent, careful and trustworthy, who shall solely be responsible for the manner in which they drive the vehicles and not expose the B.S.N.L. for any tortuous liability vicarious or otherwise for want of any reasonable care of caution on their part in the act of driving the vehicles.
14. BSNL is at liberty to have the work done at any place departmentally or through some other agency if so desired but the contractor shall have no claim for any compensation or gain whatsoever on this account.
15. In case of default, on the part of the contractor; B.S.N.L. shall have the right to get the stores transported by other agency at the risk and cost of contractor.
16. The GMTD, BSNL, KHAMMAM is at liberty to terminate the contract forthwith and also order the forfeiture of the security deposit if in his opinion the performance of the work contracted is found to be unsatisfactory notwithstanding or sums of money which the contractor may be liable to pay to the B.S.N.L. under any of the condition of the tender or terms of the contract.
17. The transportation charges of Telecom stores shall be payable on Type of vehicle engaged as per approved rates only.
18. The contractor shall check and account the articles of stores and also sign a receipt thereof in the form as may be prescribed by BSNL, KHAMMAM in token of having received for conveyance and delivery.
19. Any loss or damage of departmental stores while in the custody of the CONTRACTOR shall to be made good by the CONTRACTOR. In case the BSNL has to incur any expenditure to repair such damages or to compensate for such injuries /losses the amount plus 5% (Five Percent) only as processing charge will be recovered from the dues of the CONTRACTOR or from the Security Deposit or both
20. The contractor shall submit one copy of delivery Challan duly acknowledged for the receipt of telecom stores in correct quantity and good condition by the consignee or his representative. Acknowledged delivery Challan must be submitted

to the AGM (Plg), % the GMTD,BSNL,KHAMMAM within fifteen days from the date of the taking over the articles for transportation

21. In case it is necessary for BSNL official (authorized by the competent authority) to accompany or escort the stores, he shall be carried free of charge and the extent or responsibility of the official shall be limited to escorting only.
22. The contractor shall pay all the taxes payable in respect of any mode of conveyance provided.

23. Arbitration Clause:

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CGM, TT Telecom Circle Hyderabad or in case his designation changed or his office is abolished then in such case to the sole arbitration of the time being entrusted whether in addition to the functioning of the CGM, TT Telecom Circle or by whatever designation such appointed may be called there in after referred to as the said officer and if the CGM, TT Telecom Circle Hyderabad officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

- a) There will be no objection to any such appointment that the arbitrator is a B.S.NL. Servant or that he has or had to deal with the matter to which the agreement relates or that in course of his duties as B.S.N.L. servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such CGM TT Telecom circle Hyderabad or the said officer shall appoint another person to act as arbitrator with the term of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- b) The arbitrator may from time to time with consent of parties enlarge the time for

making and publishing the award subject to the aforesaid Arbitrator 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.

c) The venue of arbitration proceeding shall be the office of the GMTD BSNL, KHAMMAM or such other places as the arbitrator may decide.

24. The contractor is not entitled for any claim of any special facilities such as free accommodation for garage, telephone connections, etc.

25 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 the Authority or the Bharat Sanchar Nigam Limited or any other person or persons contracting through the Govt. of India and set off the same against any claim of the Authority or Bharat Sanchar Nigam Limited or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Authority or Government or such other person or persons contracting through Govt. of India.

SECTION – V

**TENDER
FORM**

Tender No.

.....

Date:

Name & Address of the Authority.....

Dear Sir,

1. Having examined the conditions of contract including agenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to transport in conformity with the conditions of contract for the rates shown in the schedule attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted the work will be executed as per the Terms and conditions within stipulated period of work order issued time to time.

3. We agree to atendere by this Tender for a period of 180 days from the date fixed for Tender opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4. Until a formal work order of contract is prepared and executed this tender together with written acceptance thereof in our notification of award shall constitute a binding contract between us.

5. Tender submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

6. We understand that BSNL is not bound to accept the lowest or any tender. day of 2019. Dated this

Name and Signature

In the capacity of

Duly authorised to sign the tender for and on behalf

of..... Witness.....

Address.....

Signature

Signature of the tenderer

SECTION – VI

LETTER OF AUTHORISATION FOR ATTENDING TENDER
OPENING (To reach AGM(PLG) KHM before the date of
tender opening)

To

Assistant .General Manager (PLG),
O/o GMTD, BSNL, AP
TelecomCircle,
KHAMMAM - 507002

Subject: Authorisation for attending tender opening on
_____ (date) in the Tender of
_____.

The Following person is hereby authorised to attend the tender opening for the
tender mentioned above on behalf of

_____(Tenderer).

Name

Specimen Signatures

Signatures of tenderer

Or

Officer authorised to sign the tender
Documents on behalf of the tenderer.

Note : Permission for entry to the hall where tenders are opened, may be refused in
case authorisation as prescribed above is not received.

SECTION VII
(Advanced Stamped Receipt)

To,
Accounts Officer (Cash)
O/o GMTD,,BSNL,
KHAMMAM,
Pin code-507002

Sub: - Advanced Stamped Receipt for refund of EMD-Reg

Received of Rs _____ (Rupees-----

-----)

from AO (Cash) O/o GMTD,BSNL,KHAMMAM.

vide cheque No..... Dated

.....against the refund of EMD paid with the tender

No

Signature of tenderer

_____ (with revenue stamp)

signature of the tenderer

SECTION:VIII

Declaration for No Relatives Working in BSNL
(for participating in the BSNL Tenders)

I.....S/o.....
..... R/ohereby certify that none of my
relative(s) as defined in the Tender Document is/are employed in BSNL unit as per
Details given in tender document.

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

Signature of the Tenderer

Witness with name and address:

1.

2.

SECTION - IX

(in Rs. 100/- Stamp Paper)

Agreement

An agreement made this _____day of _____2019 between M/s _____(hereinafter referred as Contractor, unless excluded by or repugnant to the context be deemed to include his heirs, executors, their respective administrators and assigns) of one part.

AND

The GMTD BSNL KHAMMAM (hereinafter referred to as "BSNL TT Telecom Circle") of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS

1. I M/s _____hereby agree to undertake the work of Transportation of Telecom Stores in AP Telecom Circle, at the rates given in Annexure and shall atendere by the terms and conditions given on mutual as per the conditions given in the Tender.
2. The agreement will be valid from _____up to _____

Signature of the Contractor
(with Seal)

Assistant General Manager (PLG)
O/o GMTD BSNL
KHAMMAM-507002.

Witnessed by Name:

Name:

Address:

Signature:

Date:

Witnessed by Name

Name:

Address:

Signature:

Date:

Section-X

FINANCIAL TENDER

Name of the work: Transportation of telecom stores of KHM SSA in Khammam Telecom District for the year 2019-20.

I here by offer the following rates for transportation of the material from Hyderabad / Any other station to Khammam store depot/Any other station in Khammam SSA

Sl no	Distance	Rate for Up to 2 Ton (Rs) (A)	Rate for above 2 Ton and up to 6 Tons(Rs) (B)	Rate for above 6 Ton and up to 10 Tons (Rs) (C)
1(P)	0 to 50 KM			
2 (Q)	51 to 100 KM			
3 (R)	101 to 200 KM			
4 (S)	201KM to 300 KM			
5 (T)	301 KM and above			

Evaluation procedure:

PA+ PB+ PC+ QA + QB + QC + RA + RB + RC + SA + SB + SC + TA+TB+TC=Total Value quoted for the slabs(The Lowest quoted total amount will be taken as L-1). The L1 will be arrived to the Lowest cumulative total of PA+ PB+ PC+ QA + QB + QC + RA + RB + RC + SA + SB + SC + TA+TB+TC

Note:-1. Only one time transportation charges will be paid irrespective of no of intermediate loading or unloading's.

2. Tenderer has to quote the rates inclusive of loading and unloading of the material and tollgate charges.

3. The rates quoted will be inclusive of all taxes, **except GST.**

GST will be paid by BSNL at applicable rates.

SECTION - XI
SCHEDULE - I

General Information to be furnished by the Tenderer.

1. Full Name of the tenderer with postal

Address:.....

2. Telephone numbers:.....

Whether sole proprietary or partnership firm:

If partnership firm, quote partnership deed Registration No.

.....

Name(s) of proprietor / partners with postal address and telephone no(s):

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

3. Income Tax Account Nos/ PAN number:_____

I/We declare that the above furnished information is correct to the best of my/our knowledge. Also I/We understand that the tender is liable for rejection in the event of above information is found wrong.

Signature of Tenderer
(with seal)

SECTION-XII

List of Documents to be submitted by the Tenderer – CHECK LIST

Sl.No	List of documents to be enclosed	Enclosed (Yes/No)
1	Financial tender	
2	EMD	
3	DD for Cost of Tender document	
4	Experience certificate if any (Attested copy)	
5	No relatives certificate	
6	Registration of firm	
7	Partnership Deed, power of attorney etc	
8	GST registration	
9	Letter of authorization	
10	Advanced stamped receipt	
11	PAN card	
12	All documents are to be signed by the tenderer	
13	Bank Details	

SECTION - XIII

Mandate Form for payment through ECS / RTGS / NEFT

BANK DETAILS

1	Tenderer Name	
2	Name of the city	
3	Account Name	
4	Type of Account	
5	Bankers Name	
6	Bank Account number	
7	Branch Address	
8	Branch Name	
9	Branch phone no.	
10	MICR code	
11	IFSC code	
12	Supplier phone number	
13	Supplier email ID	
14	Pan number	
15	TIN number	

Signature of the tenderer