



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of the General Manager, Telecom Dist., Tirupati –517 501.

BID DOCUMENT

**E-Tender for Supply of 12 Volts Engine Alternator
Starting Batteries in Tirupati SSA**

Tender No. GMTD-TRP/OP/Tender-EA Starting Btys/2020-21/3 Dated @ TRP the 23-09-2020.

Sold to:

M/S / Smt. /Sri

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

Signature of the Bidder



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of the General Manager, Telecom Dist., Tirupati –517 501.

Issue of Tender Form	:	From 10-00 Hrs of	13-10-2020
Last Date of Issue of Tender form	:	Up to 16-00 Hrs. of	02-11-2020
Last date of receipt/online submission of Tender	:	Up to 15-00 Hrs. of	03-11-2020
Date of opening of Tender	:	At 15-30 Hrs. of	04-11-2020

TABLE OF CONTENTS

1. Detailed NIT	:	3 & 4
2. Newspaper NIT	:	5
3. Tender Information	:	6,7,8 & 9
4. Scope of Work / Specification	:	10
5. General Instruction to Bidders	:	11
6. Commercial-Terms & Conditions	:	12
7. Undertaking & Declaration	:	13
8. Near Relationship Certificate	:	14
9. Documents to be enclosed	:	15
10. Bidders Profile	:	16
11. Financial Bid Form	:	17
12. Agreement	:	18 & 19

Assistant General Manager (OP)

O/o GMTD, Tirupati-517 501

Signature of the Bidder



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Office of the General Manager, Telecom District, Tirupati.

Tender No. GMTD-TRP/OP/Tend-EA Starting Btys/2020-21/3 Dated @ TRP the 23-09-2020.

DETAILED NOTICE INVITING TENDER

E-Tenders are invited by the General Manager Telecom District, Tirupati on behalf of BSNL for supply of 12V E/A starting battery for Tirupati Telecom District from the eligible contractors as detailed below:

1. Name of Work:

Tender for Supply of 12 Volts Engine Alternator Starting Batteries in Tirupati Telecom District. The supply of 12 Volts Engine Alternator Starting Batteries of standard make from reputed company for use at Various Telephone Exchanges and Cell BTS Sites in Tirupati Telecom District. The contractor should supply the Batteries of the following specifications/standards.

Engine Alternator Starting batteries **12 Volt/88AH/90AH, 12 Volt/100AH, 12 Volt/120AH, 12 Volt/130AH 12 Volt/150AH & 12 Volt/180AH** (Maintenance Free type) with two years warranty.

2. Approximate quantity of requirement:

S. No.	Type of battery	Total Quantity required	With Replacement of old battery Estimated cost in Rs
1	88AH/ 90 AH	42 Nos.	Rs 10,00,000/-
2	100 AH	38 Nos.	
3	120 AH	19 Nos	
4	130 AH	8 Nos	
5	150 AH	3 Nos.	
6	180 AH	2 Nos.	

Quantity and specification may subject to vary slightly at the time of delivery.

2. Eligible Condition: Bidder should have satisfactorily carried out the supply of 12 V Engine Alternator starting batteries. The tenderer should have minimum satisfactory experience in supply of batteries in any two financial years of last five financial years i.e. (2015-16, 2016-2017, 2017-18, 2018-2019 & 2019-20) .

Signature of the Bidder

3. **Period of Contract:** Generally One year from the date of signing of agreement and can be extended for a period of **Six months**.

3.1. All the materials have to be supplied without fail within a minimum period of 15 days from the date of issue of purchase order and any delay beyond this period will attract a penalty of 0.5% of PO value per week and on maximum of 10%. After that the SD will be forfeited in total.

4. **The approximate cost of the work in the tender** **Rs 10,00,000/-**
Cost of the Tender Schedule Rs. 590/-
Earnest Money Deposit Rs. 25,000/- (2.5% of tender cost)
Security Deposit Rs. 10% of contractual value

Last date of sale of tender schedule 16-00 Hrs on 02-11-2020
Last date and time for submission of tender 15-00 hrs. on 03-11-2020
Date and time of opening of the received tender 15-30 hrs. on 04-11-2020

5 (a) Sale of Tender Document: The Tender form with the specification, terms & Conditions can be had from Sub - Divisional Engineer (OP), O/o GMTD, Tirupati on any Working Day during working hours from 10-00 Hrs of 13-10-2020 to 16-00 Hrs up to 02-11-2020 on Production of the receipt Rs. 590/- (Non – Refundable), issued by A.O. (Cash), BSNL, O/o GMTD, Tirupati.

(b) Tender document may also be downloaded from the website: www.etenders.gov.in or ap.bsnl.co.in In this case the cost of tender document has to be deposited along with the technical bid in the form of Demand Draft drawn on any Nationalized Bank in favour of A.O. (Cash), BSNL, O/o GMTD, Tirupati payable at Tirupati, taken during the period of tender document.

The tender should be addressed to the AGM (OP), BSNL, O/o GMTD, Tirupati.

Signature of the Bidder

NOTICE INVITING TENDER

Tender No. GMTD-TPT/OP/Tender/EA Starting Btys/2020-21/3 Dated @ TRP the 23-09-2020.

E-Tenders are invited by the GMTD, BSNL, Tirupati from the prospective bidders for the following work:

S. No.	Name of the work	Type of battery	Total Quantity required	Estimated cost in Rs.
1	Tender for Supply of 12 Volts Engine Alternator Starting Batteries in Tirupati SSA (Maintenance free type)	88/90 AH	42 Nos.	Rs 10,00,000/-
2		100 AH	38 Nos.	
3		120 AH	19 Nos.	
4		130 AH	08 Nos	
5		150 AH	03 Nos.	
6		180 AH	02 Nos.	

Last date of receipt of tender is 03-11-2020 up to 15-00 Hours.

For further detailed information, kindly visit our website www.etenders.gov.in or ap.bsnl.co.in

Assistant General Manager (OP)

O/o GMTD, Tirupati-517501

Tel. No.: 0877-2225180

Signature of the Bidder

SECTION-2

TENDER INFORMATION
(TO BE SIGNED & SUBMITTED ALONGWITH THE TENDER)

- 2.1 Wax-sealed tenders should be submitted clearly furnishing the cost item-wise to Asst. General Manager (OP), O/o the General Manager Telecom District, Tirupati, BSNL CTO Compound, Tirupati – 517501. The cover super scribed as " Tender for Supply 12 Volts Engine Alternator starting batteries in Tirupati SSA for the year, 2020-21 ". The sealed cover containing the tender application should reach the addressee on or before 15-00 Hrs of 03-11-2020 Tenders can be either sent by registered post or can be dropped in the tender box kept at the chamber of Asst General Manager (OP), in the GMTD Office. Tenders received after 15-00 hours of the due date will be summarily rejected. This office is not responsible for the delay / loss of tenders in transit.
- 2.2 If the last date for receipt of the tenders happens to be a holiday / Bandh, then the tenders will be received up to the next working day and will be opened on the same day.
- 2.3 The tender is of two Bid system i.e 1) Technical Bid(Qualifying Bid) 2) Financial Bid
- Bid of each tender should be submitted in two sealed envelopes placed inside a main cover . These envelopes should contains the following
- First Envelope (Technical / Qualifying Bid) should contain**
1. Bid Security As per NIT
 2. Technical Bid(Qualifying) in section-6A
- Second Envelope (Financial Bid) should contain**
1. Rate quoted by the tenderer in section-8 and Slno I.
- On all the envelopes the name of the firm and whether ‘Technical’ or ‘Financial’ bid must be clearly mentioned and should be properly sealed (with sealing WAX or packing tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing WAX or packing tape). The tenders, which are not submitted in the above manner, shall be summarily rejected.
- 2.4 Every tender should be accompanied by an **EMD of Rs.25,000/-** (Rupees Thirty thousand only) in the form of D.D. drawn in favour of **“A.O. (Cash), BSNL, O/o GMTD, Tirupati”** or ACG-67 Cash Receipt.(Received for payment of EMD to A.O (Cash) O/o GMTD, Tirupati **Tenders without EMD will be summarily rejected. Bidders registered with MSME are exempted from EMD**
- 2.5 The EMD will not earn any interest during the period of retention by the BSNL.

Signature of the Bidder

- 2.6 The EMD paid by the unsuccessful tenderer will be refunded only after finalization of the tender and at their request along with advance stamped receipt. **Conditional tenders will not be accepted and will be rejected without giving any reason.**
- 2.7. EMD is liable to be forfeited in case (a) the tenderer withdraws his tender offer after opening the tenders and / or (b) the successful tenderer fails to furnish the Security Deposit within fifteen days after acceptance and fails to enter into agreement.

Covers without proper sealing will be summarily rejected.

- 2.8 In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner unless it is signed by a person holding a power of attorney authorizing him to sign on behalf of all the partners.
- 2.9 The tenderers should scrutinize carefully all the clauses of the tender and as a token of having scrutinized..
- 2.10 When the tender is received by the Administration, it will be understood that the tenderer(s) has / have gone through carefully in detail all the instructions, General Conditions, Tender conditions for the execution of the tender and that the tenderer(s) has / have got himself / themselves clarified all points and doubts and interpretations by the proper authority of BSNL.
- 2.11 The rate quoted should be written clearly and legibly both in figures and words. Irrelevant information should be avoided. If the amount quoted in figures and words are different, the amount quoted in words will be taken into account. Any details of rebate, if any, must be stated below the schedule of rates. The rate quoted is inclusive of all taxes and vender shall supply the items at approved rate through out the tender period.
- 2.12 The firm should be registered with Sales Tax Department and the same should be submitted along with the tender.
- 2.13 On any attempt or negotiation direct or indirect on the part of the tenderer with the authority who is competent finally to accept the tender or to influence by any means, the acceptance of the tender will be liable to exclusion of consideration.
- 2.14 The General Manager Telecom District, Tirupati reserves the right to reject any or all the tenders without assigning any reason and the decision of the General Manager Telecom District, Tirupati shall be final and binding on all concerned.
- 2.15 The General Manager Telecom District, Tirupati reserves the right to award the tender contract to more than one Contractor as per requirement and urgency. In such an event, 70% of the material will be awarded to the L-1 tenderer and the remaining 30% material will be awarded to the L-2 tenderer, if the L-2 tenderer agrees to supply the material at L-1 rates.

Signature of the Bidder

- 2.16 The General Manager Telecom District, Tirupati can order for supply of materials other than the Contractor in case the materials are not supplied over by the Contractor within the stipulated time period. Due to delay in supply of materials will cause penalty.
- 2.17 In case of partnership firm partnership deed must be enclosed. If any of the partner is signing bid document authorization letter for the signing document. In case of company/firm company registration articles of association etc. must be submitted along with the technical bid.
- 2.18 The General Manager Telecom District, Tirupati reserves the right to terminate the contract with a Two weeks notice for delay in supply of all types of materials or shortfall as per the P.O. The General Manager Telecom District, Tirupati also has the right to terminate the contract and award to any other agency.
- 2.19 **The tenderer has to arrange for delivery of material to the consignee address (exchange/cell site) any where in Tirupati District as given in Purchase Orders at their own cost.**
- 2.20 The tenderer will be responsible for the damages of the supplied materials to BSNL including loss or any damages during transit.
- 2.21 The tenderer shall not assign or sub-let the supply of materials to any other person or agency without the written approval of the General Manager Telecom District, Tirupati.
- 2.22 All The disputes are subject to district courts of Tirupati only.
- 2.23 The tenderer should quote the rates in the Annexure – A to the tender schedule, in Figures as well as in Words in English. Any ambiguity in rate, over writing and un-attested corrections will make the tender invalid and will be rejected. Any correction, if necessary, should be made scoring out the original rate and writing the new rate duly attested.
- 2.24 The tenderer shall execute an agreement on non-judicial stamp paper worth of Rs.100/- (Rupees Hundred only) for the purpose as per the proforma, which will be supplied to the tenderer.
- (a) The quantity of batteries mentioned in the tender schedule may vary (+) or (-) 25% of the total Quantity during the period of contract.
- (b) Tender evaluation will be made based on the total cost arrived by multiplying the Quantities of requirement with the rate quoted in the financial bid Form/Quotation form.
- 2.25 The tender is valid for **One Year** only. **This can be extended for the period of 6 Months at the same approved rate and agreement conditions.**
- 2.26 The General Manager Telecom District, Tirupati reserves the right to modify the terms and conditions before the opening of bids, if the existing circumstances

Signature of the Bidder

warrant such changes in the opinion of the General Manager Telecom District, Tirupati.

2.27 The batteries supplied should give a warranty for Two years.

2.28 SECURITY DEPOSIT:

- i) The successful tenderer has to furnish Security Deposit for an amount equal to 10% of the contractual value either in the form of Cash / D.D or Bank Guarantee for **26 Months** (warranty period+ 2 months) from any Nationalized Bank. The Security Deposit will not bear any interest while in the custody of BSNL.
- ii) Security deposit will be released after satisfactory execution of the Contract and after completion of the warranty period from last supply only.
- iii) The security deposit amount is liable to be forfeited either in full or in part if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender contract.
- iv) The security deposit is payable as a guarantee for the good quality of materials to be supplied by the contractor.

2.29 Willful suppression of facts / canvassing / failure to comply with the execution of the contract giving wrong or incorrect information will entail rejection of the tender.

2.30 The tenders not confirming to the above Terms and Conditions will be rejected.

2.31 ARBITRATION:

That in case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of the Chief General Manager (CGM), AP Circle of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. 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 to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGM, BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The tenderer (Opposite party name) will have no objection in any such appointment that Arbitrator so appointed is employee of BSNL. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof or any rules made.

I have gone through the Terms and Conditions thoroughly and they are acceptable to me.

Signature of the Bidder

SECTION-3

SCOPE OF WORK, TECHNICAL SPECIFICATION/REQUIREMENTS

3.1. The tenderer has to arrange for delivery of material to the consignee address (exchange/cell site) any where in Tirupati district as given in Purchase Orders at their Own cost.

3.2 The contractor should supply the Batteries of the following specifications/standards.
Engine Alternator Starting batteries **12 Volt / 88AH, 12 Volt / 90AH, 12 Volt / 100 AH, 12 Volt / 120 AH, 12 Volt / 130AH, 12 Volt / 150AH, 12 Volt / 180AH** (Maintenance Free type) with two years warranty.

3.3 The requirement of batteries is as follows:

- | | | |
|-----------------|---|---------|
| 1.) 88AH/ 90 AH | - | 42 Nos, |
| 2.) 100 AH | - | 38 Nos, |
| 3.) 120AH | - | 19 Nos |
| 4.) 130 AH | - | 8 Nos |
| 5.) 150 AH | - | 3 Nos, |
| 6.) 180 AH | - | 2 Nos, |

Signature of the Bidder

SECTION-4
Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)
DEFINITIONS

- (a) **"The Purchaser"** means the **Bharat Sanchar Nigam Ltd. (BSNL), Tirupati**
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all by reference therein. The purchase order shall be deemed as attachments and appendices thereto and all documents incorporated **"Contract"** appearing in the document.
- (f) **The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (g) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

Signature of the Bidder

SECTION-4

PART-B

COMMERCIAL - TERMS AND CONDITIONS

- 4 .(a) (i) Payment of Bills will be made by the General Manager Telecom office, Tirupati after delivery of the material to the consignee as per P.Os.
- (ii) Invoice/Bills should be submitted in duplicate duly signed and certified by the field officers i.e JTO/SDE and should be counter signed by the concerned Divisional Engineer on receipt of material in good condition.
- (iii) Invoice should be submitted along with the following documents.
- a). Invoice
 - b). Delivery Challaan.
 - c) Signature of the consignee on receipt of the material.
 - d) Copy of the purchase order.
- (iv) Supplier should contain (i) Supplier certificate for dispatch (ii) Excise gate pass
- (b) No payment shall be made for the goods rejected on test.
- (c) All the taxes and surcharges at source at the prevailing rates at the time will be recovered from the bill amount. **The tenderer should quote the rates inclusive of all taxes.** The Contractor should furnish the APGST / VAT Registration number and PAN numbers on the bills
- (d) Please quote the rates with and without take back of old battery as shown in the Financial Bid (ANNEXURE-A).
- (e) **Time Response:** All the materials have to be supplied without fail within a minimum period of 30 days from the date of issue of purchase order. Any delay beyond this period will attract a penalty of 0.5% of PO per week and maximum of 10% of PO. After that the SD will be forfeited in total.
- (f) **Warranty:** The batteries supplied should be given comprehensive warranty for Two years. In case of any failure of batteries the replacement of the same should be done at free of cost. The exchange of battery should be done at SDE head quarters as per the report given by the field units. The battery should be replaced within 3 weeks of report. Failure to replace at field unit will attract penalty of 2% of the cost of battery and maximum 10% of the battery. After that SD will be forfeited.
- (g) **Evaluation Criteria:** Tender evaluation will be made based on the total cost arrived by multiplying the quantity of requirement (at specification sheet) with the rate quoted in Financial Bid form or (Annexure-A) for all items in the tender schedule. L1 is decided according to the result arrived.
- (h) **Termination:** The General Manager Telecom District, Tirupati may terminate the contract; at any time giving notice in writing and his decision to do so is final and binding.

Signature of the Bidder

SECTION-5

UNDERTAKING &DECLARATION

For understanding the terms & condition of Tender & Specification of Work.

a) Certified that:

1. I /Wehave read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form .
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/SD deposited by us will stand forfeited.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the documents/Certificates Enclosed along with the tender offer are correct.
2. If anything is found false and /or incorrect and /or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/Cancel the LOA / Purchase / Work order if issued and forfeit the EMD / SD / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date;..

Signature of the Tenderer.....

Place:-----

Name of Tenderer.....

Along with date Seal

Signature of the Bidder

NEAR-RELATIONSHIP CERTIFICATE

“ I..... S/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/ are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/Incorrect, BSNL shall have the absolute right to take any action as deemed fit/ Without any prior intimation to me”

Signature of the tenderer
With date and seal

DECLARATION regarding not been Black Listed/Not been Debarred from taking part in Govt.Tenders by BSNL

(This annexure shall be signed with Seal by the Bidder invariably)
(Strike out which is not applicable)

I/We.....Proprietor/Partner/Director(s)M/s...
.....

.....hereby
declare that the firm/company namely
M/s.....
.....

.....has not been
blacklisted or debarred in the past by DOT/BSNL/ or any other Government/Semi
government Organization from taking part in the Govt Tenders.In case the above
information is found false I/we are fully aware that the
Tender/Contract will be rejected/cancelled by the GMTD,Tirupati & EMD/SD shall stand
forfeited.

In addition to above, the GMTD Tirupati will not be
responsible to pay the Bills for any completed/partially completed works.

Place:

Date:

Signature Seal of the firm :

Signature of the Bidder :

Signature of the Bidder

SECTION - 6 A

(Technical Bid)

Documents to be attached along with Bid of Tender

The bid of Tender should enclose/attach the following

- i) Cost of the Tender Schedule Rs 590/- and EMD of Rs:25,000 /- in DD/Cash Receipt
- ii) Tender Form duly signed on all pages
- iii) APGST / VAT Certificates.
- iv) Copies of experience of successfully executed the supply of start-up Batteries during last two financial years .
- v) The bidder should have an annual turnover of at least 30% of the Estimated cost in the last two financial years
- vi) Declaration stating that, the tenderer / participant shall not have any relatives of BSNL Employees in the tender / execution of the works in BSNL units,
- vii) Declaration regarding firm not blacklisted.
- xiii) Income Tax PAN Number
- ix) Company / Firm Registration Certificate
- x) Authenticated copy of partnership deeds in case of partnership firm
- xi) Original "Power of Attorney" in case of a person other than the tenderer has signed the tender documents.
- xii) Certificate of registration for having registered with MSME for claiming exemption of EMD

Signature of the Bidder

SECTION - 6 B

E- Tender for Supply of 12 Volts Engine Alternator starting batteries in Tirupati SSA for the year 2020-2021.

(TO BE SIGNED & SUBMITTED ALONGWITH THE TENDER)

BIDDERS PROFILE

1. Name and Address of the Tenderer :
2. Status of the Tenderer whether :
 - a) Proprietary concern
 - b) Partnership firm
 - c) HUF or
 - d) Limited Company
3. Name of the authorized signatory who is Empowered to sign the agreement, other Documents and correspondence with BSNL :
4. EMD particulars: In case of D.D Name of the bank _____
Branch _____ D.D. No. _____ Dated _____
Drawn in favor of the Accounts Officer (Cash), BSNL, O/o GMTD, Tirupati
or Cash Receipt (ACG – 67), if paid in the Cash Counter, O/o the GMTD,
Tirupati Book No. _____ Receipt No _____ Dated _____ Amount of
Rs. _____.
5. PAN No. _____
6. APGST / VAT. No. _____ Dated _____ issued by
_____ valid upto _____ .
7. Details of past experience:
and turnover.

Station: Signature :

Date : Name :

Status :

Address :

Phone Numbers:

Office:

Residence :

Signature of the Bidder

SECTION - 8
TENDER QUOTATION FORM

(FINANCIAL BID FORM)

From:

To:

The General Manager,
Telecom District, BSNL,
Tirupati - 517501

I/We have gone through all the terms and conditions laid down in the tender schedule and I/We agree to abide by all the terms and conditions mentioned there in. The rates quoted by me/us are mentioned here under. The rates are inclusive of all the levies, duties and taxes.

(I) WITH REPLACEMENT OF OLD BATTERY:

(Supplying of 12 Volts Engine Alternator starting battery with warranty period of two years)

Sl. No.	Capacity of the Battery	Units	Rate per battery in Rs. (In Figures)	Rate per battery in Rs. (In words)	Total Amt. In Figures	Total Amt. In Words
1.	12 Volt/88AH /90 AH By returning of Same Capacity	42 Nos.				
2.	12 Volt/100 AH By returning of Same Capacity	38 Nos.				
3	12 Volt / 120 AH By returning of Same Capacity	19 Nos.				
4.	12 Volt / 130 AH By returning of Same Capacity	8 Nos.				
5.	12 Volt/150 AH By returning of Same Capacity	3 Nos.				
6.	12 Volt/180 AH By returning of Same Capacity	2 Nos.				

Note1-above rates inclusive of taxes and transportation to consignee

Note2: Tender evaluation will be made based on the total cost arrived by multiplying the quantity of requirement (at specification of the Tender) with the rate quoted in Financial Bid form or (Annexure – A)

Signature of the Bidder

AGREEMENT

The successful tenderer shall have to execute the following agreement:

This agreement made on this _____ day of (month) _____ (Year) _____ between M/S. _____ repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CMD, BSNL here in after referred to as the company, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the supply of 12V batteries in Tirupati SSA on the terms and conditions herein contained and the rates approved by the BSNL (Copy of Rates annexed) have been duly accepted and the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security Deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these present as follows.

1) The contractor shall, during the period of this contract that is to say from to or completion of work of Rs. _____ (In words) _____ whichever is earlier or until this contract, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the BSNL or GMTD-Tirupati or any other persons authorized by the GMTD-Tirupati in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during supply of the material shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “the Contract” wherever herein used.

3) The Contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper testing of the material within the time prescribed in the purchase orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL /DOT/DTS is not/shall not ever be admitted as partner in the contract.

Signature of the Bidder

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the party's presents have here into set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by the above named Contractor in the presence of.

Witness:

1.

2.

Signed & Delivered on behalf BSNL, Tirupati

Witness

1.

2.

Signature of the Bidder