



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Office of the General Manager Telecom District, Tirupati

Lr No. GMTD-TPT/MM/Tender-Transportion/2020-21/1 Dtd @ Tirupati the 12.03.2020

**E-Tender**

**TENDER SCHEDULE**

E-Tender for transportation of Telecom Material  
in Chittoor SSA for the year 2020-2021.

“

Certified that this Tender Schedule No. GMTD-TPT/MM/Tender-Transportion/2020-21/1 Dtd @ Tirupati the 12.03.2020 contains 23 pages serially numbered.

Asst. General Manager (Plg),  
O/o GMTD, BSNL, Tirupati



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**NOTICE INVITING TENDER**

E-Tenders are invited “Tender for Transportation of Telecom Material for and in Chittoor SSA for the year 2020-2021” by Road for AP Telecom Circle from registered Indian firm/company having experience, RC and Road Transport Permit at least for one vehicle of capacity **not less than 1 Ton and above**, in transportation of materials having office at **Tirupati** for the year 2020-2021 or anywhere in AP Telecom Circle. The tender is single Bid System. Tender Schedules can be downloaded from the Internet through <https://etenders.gov.in/> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in)

All the tenderers are required to submit experience certificate for carrying out similar nature of works. The details of quantum of work and EMD are given below. **For further details, please visit the website : <https://etenders.gov.in/> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in)**

Sl. No.	Name of the Area	Estimated cost of work	Cost of Bid Document Rs.	(EMD) Bid Security in Rs.
1	Chittoor SSA	Rs.10,00,000/-	Rs.590/-	Rs.25,000/-

1. **The estimated cost is based on the material transported during previous financial years.** Hence, the estimated cost may vary depending on the material to be transported.

**Period of Contract: One year from the date of agreement or Completion of work put to tender, whichever is earlier. The tender can be at the same terms & conditions extendable for a maximum period of one year or less on mutual agreement after completion of the tender period.**

2. Eligible and Willing Tenderer may obtain the Tender Documents from <https://etenders.gov.in/> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) on payment of Rs. 590/- (Rupees Five hundred ninety only) by cash at the cash counter of Office of the GMTD, BSNL, Tirupati or by DD issued by a scheduled bank drawn in favour of AO (Cash), O/o GMTD, BSNL, Tirupati, payable at Tirupati failing which the tender shall be summarily rejected. The cost of the Tender Document is non-refundable and non-transferable.

## **GENERAL PROCEDURE & CONDITIONS FOR TENDER**

- 1.0 Tender document signed in all pages with documents uploaded in <https://etenders.gov.in/> should also be submitted in Wax /Pvc tape sealed envelope superscribed as “Tender for Transportation of Telecom Material for Chittoor SSA for the year 2020-2021” should be sent by Regd .post or put it in the tender box provided in the chamber of Asst. General Manager (Plg), O/o GMTD, Tirupati before 15:00 Hrs of 02.04.2020
- 1.1 Only one tender should be included in one cover.
- 1.2 Tender will not be accepted after 15:00 Hrs of 02.04.2020.
- 1.3 No acknowledgment will be issued by O/o GMTD, BSNL,Tirupati towards the deposit of Tender.
- 1.4 In case, closing date of the tender happens to be a holiday the next working day will be taken as closing date.
- 1.5 If the (1), & (2) in page number 3 of Tender Schedule are not complied with, such tenders will not be considered for opening and rejected as well without any reason.

### **1.6 SALE OF TENDER DOCUMENT**

Eligible and Willing Tenderer may download <https://etenders.gov.in/> or [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) or obtain the Tender Documents from on payment of Rs. 590/- (Rupees Five hundred ninety only) by cash at the cash counter of Office of the GMTD, BSNL, Tirupati or by DD issued by a scheduled bank drawn in favour of AO (Cash) ,O/o GMTD, BSNL, Tirupati, payable at Tirupati, failing which the tender shall be summarily rejected. The cost of the Tender Document is non-refundable and non-transferable.

**1.6.1) Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in). The tender document for participating in E-tender shall be **available** at <https://etenders.gov.in/> from 13-03-2020 10:00 **hrs** onwards. Bidders must register on the e-tender portal (at <https://etenders.gov.in/>) if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

**Note 1: The Tender document shall not be available for download after the date /time of closure of procurement of tender document.**

**1.6.2) Submission of Tender Bid:** The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in annexure-2 of Tender Information. The technical bid should also submitted offline with signed copies of all pages of tender documents by dropping in the tender box provided in, O/o AGM (Plg), BSNL, Tirupati **before 15 Hrs of 02.04.2020.**The financial bid should be submitted **only through online portal. Financial bid should not be submitted in offline mode. No other mode of submission of financial bid is accepted under any circumstances.**

1.6.3) The GMTD, BSNL, Tirupati has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

1	Description of Tender	Tender for Transportation of Telecom Material in Chittoor SSA for the year 2020-2021
2	Cost of the Tender Document	Rs.590/-
3	EMD	Rs 25,000/-
5	Web Site Address	<a href="https://etenders.gov.in/">https://etenders.gov.in/</a>
6	Tender Documents availability from	13-03-2020 10:00Hrs
7	Last date & time for downloading of tender document	15:00Hrs of 02.04.2020
8	Date & Time of Submission of e - Tender bids	15:00Hrs of 02.04.2020 for online , For hard copies submission15:00Hrs of 02.04.2020
9	Online opening of Bids	15:30 Hrs on 03.04.2020
10	Tender Validity	One year

**SECTION – II**  
**INSTRUCTION TO BIDDERS**

**A INTRODUCTION:**

**1. DEFINITIONS:**

“The Authority” means the GMTD, BSNL, Tirupati, acting on behalf of Bharat Sanchar Nigam Limited. “The Bidder” means the individual or firm who participates in the tender and submits its bid. “The Transporter” means an individual /firm who are transporting various telecom stores among various stations under the jurisdiction of Andhra Pradesh Telecom Circle. “The Goods” means all equipment, machinery, and/or other materials which are to be transported under the jurisdiction of AP 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.

**2. ELIGIBLE BIDDERS:**

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 ` 2` lakhs per year.

**3. COST OF BIDDING**

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

**B. THE BID DOCUMENTS**

**4. BID DOCUMENTS**

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

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General / Commercial Conditions of Contract
- (d) Special conditions of Contract
- (e) Bid Form
- (f) Advanced stamped receipt
- (g) No relative certificate
- (h) Proforma for Agreement
- (i) Financial BID

4.2 The Bidder is expected to examine thoroughly all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

**5. CLARIFICATION OF BID DOCUMENTS**

A prospective bidder, requiring any clarification on the Bid Documents shall notify the Authority in writing at the office address indicated in the invitation of Bid. The office shall respond in writing to any request for the clarification of the Bid 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 bidders who have received the bid documents.

**C. PREPARATION OF BIDS:**

**6. DOCUMENTS COMPRISING THE BID:**

**The bid prepared by the bidder shall comprise the following components:**

- (a) Documentary evidence establishing eligibility in accordance with the clause 2 & 9 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

- (b) Bid Security furnished in accordance with clause 10.
- (c) A Clause by Clause compliance as per clause 11.2
- (d) A Bid form and price schedule completed in accordance with clause 8, 9, & 10.
- (e) The bidder shall furnish work order from any central/state Govt. Departments, PSUs or local municipal authorities etc for carrying out transportation work as evidence that he has financial capability to perform the contract.
- (f) Latest Income Tax clearance certificate and firm's registration certificate
- (g) Experience certificate from any Central/State Govt. Office, PSUs or Local Municipal Authorities etc for at least one year in the last five years. The tenderer have to submit a turnover certificate of at least 2 Lakhs (two lakhs ) in any one year in the last five years.
- (h) The bidder shall have to submit the general information in the Schedule-II.
- (I) The bidder must furnish documentary evidence of the authority to sign the bid. In case of partnership firms, all partners must sign the bid.
- (j) Each and every page of tender document must be stamped and signed by the Bidders
- (k) Firm registration certificate is to be submitted.
- (l) PAN Number
- (m) GST registration no.
- (n) All documents are to be self Attested by the Bidder.
- (o) Partner ship deed in case of partnership firm. Articles of association in case of company.

**7 BID FORM:**

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

**8. BID PRICES:**

The bidder shall give the total composite price inclusive of all Levies & Taxes, and statutory duties, etc. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the Authority.

**9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

**9.1** The bidder shall furnish work order from any central/state Govt. Departments, PSUs or local municipal authorities etc for carrying out transportation work as evidence that he has financial capability to perform the contract.

**9.2** Latest Income Tax clearance certificate and firm's registration certificate.

**10. BID SECURITY:**

**10.1** Pursuant to clause 6 the bidder shall furnish, as part of his bid, a bid security for an amount as mentioned in the NIT.

**10.2** The Bid security is required to protect the Authority against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 11.2.

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

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

**11.2** The bid security may be forfeited :

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(b) In the case of successful bidder, if the bidder fails:

(i) To sign the contract in accordance with clause 26 or

(ii) To furnish performance security in accordance with clause 13.

**12. PERIOD OF VALIDITY OF BIDS:**

**12.1** Bid shall remain valid for 180 days after the date of opening of bids prescribed by the purchaser pursuant to clause 18.1. In exceptional circumstances, the Authority may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**13. FORMAT AND SIGNING OF BID:**

**13.1** The Bid shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorisation shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

**13.2** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. Also correcting through fluid is strictly prohibited.

(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 bidders to enable the bid to be return unopened in case it is declared ‘late’ or rejected.

(d) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 15 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of tender opening shall be dropped up to 17:00 Hrs at the tender box kept at in front of the chamber of Asst. General Manager(plg), % GMTD, BSNL Tirupati-517501. The purchaser shall not be responsible if the bids are delivered elsewhere.

**Venue of Tender Opening:** Tender will be opened in the office of Asst. General Manager(Plg), O/o GMTD, BSNL, Tirupati, at **15:30 Hrs** on 03.04.2020 the due date. **If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently in the notice board of the O/o GMTD,Tirupati**

**14. LATE BIDS:**

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

**15. MODIFICATION AND WITHDRAWAL OF BIDS:**

**15.1.** The bidder 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 bids.

**15.2.** The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid 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 bids.

**15.3.** Subject to clause 17, no bid shall be modified subsequent to the deadline for submission of bids.

**D. BID OPENING AND EVALUATION:**

**15. OPENING OF BIDS BY AUTHORITY:**

**16.1.** The Authority shall open the outer cover, then the cover containing Bid Security shall be opened in the presence of bidders or their authorized representatives who chose to attend, on due date. The bidder’s representatives who are present shall sign in an attendance register. The bidders shall submit authority letter to this effect, before they are allowed to participate in bid opening. (A Format is given in section VI). Maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

**16.2.** The bidder’s names, bid prices, modifications, bid withdrawals and such other details as the



Authority at its discretion, may consider appropriate will be announced at the time of opening the bid.

**16. CLARIFICATION OF BIDS:**

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

**18. PRELIMINARY EVALUATION:**

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

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

18.3. A bid, determined as substantially non-responsive will be rejected by the Authority.

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

**18 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

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

19.2. The evaluation and comparison of responsive bids shall be on the price of the rates offered indicated in Price Schedule (Section X) of the Bid Document.

**20. CONTACTING THE AUTHORITY.**

20.1. No bidder shall try to influence the Authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

20.2. Any effort by a bidder to modify his bid or influence the Authority in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**21. AWARD OF CONTRACT:**

21.1. The Authority shall consider placement of orders for transportation work only to the eligible bidders.

21.2. The General Manager, Telecom District, Tirupati reserves the right to award the tender to more than one firm at his discretion and also to award the work in parts Works will be distributed between L1 and L2 tenderers in the ratio of 70% and 30% respectively. The L2 tenderer has to execute the work at L1 rate. However the percentage may vary depending upon the performance of the work.

**22. AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.** The Authority reserves the right to accept or reject any bid, and rejects all bids, at any time prior to award of contract without assigning any reason.

**23. SIGNING OF CONTRACT:** The firm /agency whose Tender is accepted shall execute the Agreement on valid stamp paper. The successful bidder 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 Bidders for Transportation of various Telecom Stores among various stations under the jurisdiction of AP Telecom Circle, BSNL,

1. The tender received without EMD and Cost of the tender document (if downloaded from the web site) shall be summarily rejected.
  2. The rates must be mentioned in **ONLINE** only. 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. Corrections, if any, must be signed by the bidder, 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. Self Attested Photocopies of following documents should be submitted along with the tender
    - a. Latest Income Tax Return.
    - b. Experience certificate from any Central/State Govt. Office, PSUs or Local Municipal Authorities etc for at least one year in the last five years. The tenderer have to submit a turnover certificate of at least `2 Lakhs (Two lakhs ) in any one year in the last five years.
  6. Failure to furnish documents, along with the EMD, with the tender, shall result in non-opening of the commercial bid of the bidder.
  7. The bidder shall have to submit the general information in the Schedule-II
  8. The bidder must furnish documentary evidence of the authority to sign the bid. In case of partnership firms, all partners must sign the bid. Copy of partnership deed also to be submitted
  9. Each and every page of tender document must be stamped and signed by the bidder(s).  
The EMD of the successful bidder, will be refunded after submission of security deposit or EMD will be adjusted against Security deposit.
  10. The EMD of unsuccessful bidders shall be refunded after the finalization of tenders.
  11. The Contract shall, ordinarily, be valid for a period of one year which may, however be extendable on same terms and conditions, up to one year if GMTD desires so.
  12. The successful bidder shall have to sign an Agreement Deed, as per Section X, within a fortnight from the date of acceptance of his offer.
- 13. Performance Security:**
- (a) The contractor shall furnish Performance Security to the GMTD /Tirupati at the time of signing contract for an amount equal to 10% of estimated transport (tender value) charge in Chittoor SSA. The contractor registered with NSIC also is not exempted from the payment of SD.
  - (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.
15. The security deposit of successful bidder 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.

16. The security deposit 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.
17. No interest shall accrue either on the Earnest Money Deposit or on the Security Deposit. Also the contractor shall have no claim for interest for the amount of bills in case the payment is delayed due to administrative reasons.
18. The GMTD, BSNL, Tirupati on behalf of the BSNL, 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.
19. The GMTD, BSNL, Tirupati, 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.
20. The estimated quantum of work may increase or decrease by 25%. with same terms and conditions.
21. All disputes are subject to AP Telecom Circle jurisdiction only.

**SECTION - IV**

**SPECIAL CONDITIONS OF CONTRACT**

After acceptance of tender for transportation of telecom stores to/from any place within AP Telecom Circle, the contractor shall have to execute a contract deed with BSNL, through the GMTD, BSNL, Tirupati 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 stacking the stores at the desired place as required by the respective in charges of the Exchanges.
3. The contract shall ordinarily be for a period of one year which may however be extendable on same terms and conditions of the tender up to one year if GMTD, Tirupati desires so.
4. The contractor shall complete the work within 7 days in case of road transport & 14 days from the date of issue of work order failing which he shall be deemed 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, Tirupati or an officer 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, Tirupati, or an official authorized by the GMTD, BSNL, Tirupati.
  - c) The contractor shall not transfer or sublet the contract without the prior consent in writing of the GMTD, BSNL, Tirupati.
  - 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.
  - 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 maintain an efficient service and otherwise to abide 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.
  - g) The contractor shall pay all the taxes payable in respect of any mode of conveyance provided.
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
8. Labour laws of the land.
9. The contractor agrees to receive and carry out all the orders for the successful operation of the contract.

10. The contractor shall transport the telecom stores by covered motor Lorries at rates quoted in Price schedule.
11. 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.
12. 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 BSNL 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. BSNL shall have the right to get the stores transported by other agency at the risk and cost of contractor.
  
16. The GMTD, BSNL, Tirupati 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 BSNL under any of the condition of the tender or terms of the contract.
  
17. The transportation charges of Telecom stores shall be payable on dead-weight basis 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, Tirupati 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 have 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 Asst. General Manager (Plg), % GMTD, BSNL, Tirupati within fifteen days from the date of the taking over the articles for transportation.
  
21. In case it is necessary for a telecom official 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. **Provision of EPF:**
  - 22.1 The contractor shall be required to comply the provision of EPF, ESI, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and tax regulation etc.
  
  - 22.2 The contractor shall be fully responsible for payment of any type of workman compensation

to his employees including drivers, workers etc. in the event of any injury, death, accident or any type of disease or health hazard to his employees engaged in the contract work. BSNL will not at all be held responsible and neither BSNL shall be liable to pay any such compensation to the employees of the contractor or contractor himself. The contractor shall keep BSNL indemnified of any type of workman compensation arising out of any type of loss to his employees /workers /drivers etc., engaged for execution of the contract work.

- 22.3 Non-compliance of above provision will be treated, as breach of contract and necessary action against the bidder will be taken.

**23. ARBITRATION:**

- a. In the event of any question, dispute of difference arising under this agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CGMT, A.P. Circle, Vijayawada or 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 his own duties or otherwise) with the function of the CGMT, A.P. Circle, Vijayawada or by whatever designation such an officer may be called (here in after referred to as the said officer) and if the CGMT, A.P. Circle, Hyderabad or the said officer is unable or unwilling to act as such then to the sole arbitration or some other person appointed by the CGMT, A.P. Circle, Vijayawada .

There will be no objection to any such appointment on the ground that the arbitrator is 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 Government 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 the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating office or being unable to act for any reasons whatsoever such CGMT, A. P. Circle, Vijayawada or the said officer shall appoint another person to act as arbitrator in accordance with the terms 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 the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid. Arbitration and Conciliation Act 1996 and the Rule 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 the arbitration proceeding shall be the office of CGMT, A.P. Circle, Vijayawada or such other place as the arbitrator may decide.

24. All legal disputes are subject to the jurisdiction of Tirupati Courts only.

25. All communication dispatched from O/o GMTD, BSNL, Tirupati addressed to the known postal address of the tenderer would be deemed to be delivered to him. If there is any change in address of the contractor, he must communicate the same to the Asst. General Manager (Plg), Tirupati. In case of non-response to communication dispatched to tenderer necessary action will be taken against him.

No benefit will be given to supplier/ contractor on account of his absence of being out of station or place shifted without due intimation to this office.

**26. FORCE MAJEURE**

If at any time during the continuance of this Agreement, the performance in whole or in part by either party, of any obligation under this agreement shall be prevented or delayed by the reason beyond control / force majeure, neither party shall by reasons 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 non-performance or delay in performance.

**Force majeure shall mean and be limited to the following**

- a. War / hostilities
- b. Riot or Civil Commotion.
- c. Earth quake, fire, flood, tempest, lightening, or other natural physical disaster.
- d. Restrictions imposed by the Government (Central & State) or other statutory bodies which prevent or delays the execution of the order, The contractor shall advise purchaser, by registered letter duly certified by the local chamber of commerce statutory authorities, the beginning and the end of the above cause of delay within 7(Seven) days of the occurrence and cessation of such force majeure condition. In the event of delay lasting over one month, if arising out of causes of force majeure purchaser reserves the right to cancel the order without any obligation.

**27. SET OFF:**

Any sum of money due and payable to the agency (including security deposit refundable to it) under this agreement may be appropriated by the GMTD, Tirupati or the BSNL, or any other person or persons having agreement through the BSNL and set off the same against any claim of the GMTD, Tirupati or BSNL or such other person for payment of a sum of money arising out of this agreement or under any other agreement made by the agency with the GMTD, Tirupati or such other person having agreement through BSNL.

**28. TERMINATION OF CONTRACT:**

- 28.1. The GMTD, BSNL, Tirupati reserves the right to terminate the contract without assigning any reason with a 30 days' notice.
- 28.2. If the tenderer wishes to terminate the contract during the contract period he can do so by giving 30 days' notice to O/o GMTD, BSNL, Tirupati in which case his security deposit shall be forfeited.

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

**Signature of the Tenderer  
(with date & stamp)**

**SECTION – V**  
**BID FORM**

Lr No. GMTD-TPT/MM/Tender-Transportion/2019-20/1 Dtd @ Tirupati the 12.03-2020

Date: .....

Name & Address of the Authority.....

Dear Sir,

1. Having examined the conditions of contract including addenda 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 Bid.
2. We undertake, if our Bid 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 abide by this Bid for a period of 180 days from the date fixed for Bid 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 bid together with written acceptance thereof in our notification of award shall constitute a binding contract between us.
5. Bid 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 bid.

Dated this .....day of ..... 2020.

Name and Signature.....

In the capacity of.....



**SECTION VI**  
**(Advanced Stamped Receipt)**

To:  
The Account Officer (Cash),  
O/o GMTD, BSNL,  
Tirupati-517501.  
Chittoor District

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

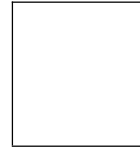
\* \* \*

Received of Rs.....(Rupees-----  
-----)

from AO (Cash) O/o GMTD, BSNL, Tirupati vide Cheque No.....

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

No .....



Signature of tenderer  
(with revenue stamp)

**SECTION VII**

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

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

Signature of the Bidder

Witness with name and address:

- 1.
- 2.

**SECTION-VIII**  
**MANDATE FORM**

(1).	Full Name of the Account holder (should be in the name of the tenderer) for RTGS /NEFT	
(2).	Name of the Bank	
(3).	Account type (Whether current Account or savings account)	
(4).	Bank Account number. If it is firm, Bank account should be in the firm name ,If it is individual, Bank account must be in the individual name(Xerox copy of the Bank Pass Book to be enclosed)	
(5).	Bank code	
(6).	NEFT (National Electronic Fund Transfer) Code	
(7).	IFSC Code, MICR Code and Bank Branch Code & Address (for RGTS –Real Time Gross Settlement)	
(8).	Name of the City / Town of the Bank Branch with full address.	
(9).	PAN number (Xerox copy to be enclosed)	
(10).	GST No. (Xerox copy to be enclosed)	
(11)	Mail ID & Mobile No.	

**UNDER TAKING**

I (Name of the person/firm).....

Willing to receive all my due payments from BSNL through RTGS/NEFT. I am ready to bear the bank charges, if any levied by any bank. The payments may be continued through RTGS/NEFT till a change is requested by me / us.

**Authorized signatory**

**SECTION IX**

**Agreement**  
**(In Rs 100/- Stamp Paper)**

An agreement made this ..... day of ..... 2020 (Two thousand Twenty) 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, Tirupati (hereinafter referred to as “BSNL, AP 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 abide by the terms and conditions given on mutual as per the conditions given in the Tender Document
2. The Agreement will be valid from .....up to .....

Signature of the Contractor  
(with Seal)

Asst. General Manager (Plg)  
For GMTD, BSNL, Tirupati-517501

Witnessed by

Witnessed by

Name:

Name:

Address:

Address:

Signature:

Signature:

Date:

Date:

**Section X**

**SCHEDULE- I (FINANCIAL BID)**

Lr No. GMTD-TPT/MM/Tender-Transportion/2020-21/1 Dtd @ Tirupati the12.03-2020

Transportation charges including loading, unloading charges and other misc. items like toll gate fee, charges for coiling and uncoiling of cables etc.

Sl. No.	Distance	Rates in Rs.	
		Per Ton	Per Km.
		In figures	In words
1.	1 KM to 300 KM( out side of Chittoor SSA)		
2.	301 Km and above( out side of Chittoor SSA)		
3	Any distance ( with in Chittoor SSA )		

- Note: 1.The above rates are inclusive of GST.**  
**2. Evaluation will be done item wise only.**

**Section XI**  
**SCHEDULE-II**

**General Information to be furnished by the Bidder.**

1. Full Name of the bidder 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 No(s) / 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 Bidder  
(With Seal)

TECHNICAL BID

LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDER

Sl. No.	List of Documents to be uploaded	Proforma/ instructions
1.	BID FORM	Page no.16
2.	EMD paid	Page No. 3
3	MANDATE Form	Page No.19
4.	Experience Certificate (Attested Copy)	Page No. 7-6(e)
6	No relatives Certificate	Page No. 18
7.	Registration of Firm	Page No. 7-6(k)
8.	Partnership deed, power of attorney etc.,	Page No. 7-6(p)
9	GST Registration	Page No. 7-6(m)
10	Latest income tax clearance certificate from the auditor	Page No. 7-6(f)
11	Advance Stamped receipt	Page No. 17
12	PAN Card	Page No. 7-6(m)
13	Turnover certificate for 2 lakhs for atleast one year for the last five years	Page no:6 Clause no:2