

S. No.....

# **TENDER DOCUMENT**

## **TENDER FOR TRANSPORTATION OF BSNL STORE IN SHIMLA SSA**

**O/O GENERAL MANAGER  
TELECOM DISTRICT SHIMLA**



*Connecting India*

**BHARAT SANCHAR NIGAM LIMITED**

- 1 Name & Address of Contractor \_\_\_\_\_  
\_\_\_\_\_
2. **Date of receipt of application in the office** \_\_\_\_\_
- 3 **Date of issue of tender of document** \_\_\_\_\_

**SECTION - I**

**BHARAT SANCHAR NIGAM LIMITED.**  
(A Govt. of India Enterprise)

**OFFICE OF THE GENERAL MANAGER, TELECOM.DISTT. SHIMLA -171009.**

**NOTICE INVITING TENDER**

**NIT No: 002/495/2014-15/Tender/Manual & Mech Carriage/Plg/SML/4**

**Dated 09.01.2015**

Properly sealed tenders (sealed by Packing PVC Tape/sealing wax) are invited by the General Manager, Telecom. Distt. Shimla for and on behalf of B.S.N.L. for loading, unloading, stacking and transportation of BSNL stores between different locations as per requirement for tentative period of one year as per detail given below:-

<b>S N</b>	<b>Name of work</b>	<b>Estimated Cost of work(Rs)</b>	<b>EMD (Rs)</b>
1	Loading , Unloading ,Stacking and Transportation of BSNL Stores between different locations as per requirement of Shimla SSA	1578172-00	39454-00

**Eligibility Criteria:** The prospective bidders should also satisfy following conditions:

He should have completed similar work in BSNL/MTNL/PSU/Govt. department as per detail given below during last Three years ending last day of month previous to one in which the tenders are invited:

- I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost OR
  - II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost. OR
  - III. *One similar completed works costing not less than the amount equal to 80% of estimated cost. The Experience certificate should be issued by an officer not below than the rank of STS or Equivalent.*
- A. Bid document can be purchased by paying cost of bid document i.e. Rs 1138/- only in cash or DD drawn in favour of Accounts Officer (Cash) O/o GMTD BSNL in Shimla SSA payable at Shimla issued by a Nationalized / Scheduled Bank in favour of "A.O.(Cash) % GMTD Shimla payable at Shimla .
  - B. Bid document can also be down loaded from [www.hp.bsnl.co.in](http://www.hp.bsnl.co.in) BSNL Portal site. The bidder has to deposit cost of bid enclosing a DD drawn in favour of AO (cash) % GMTD Shimla in the technical bid.

Submission of Bid: on 20.02.2015 up to 14:30 hrs

Opening of Bid : on 20.02.2015 at 15:00 hrs

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**AGM (Planning)**  
**O/O GMTD Shimla**  
**Phone no. 0177-2626344**

## SECTION -II

### INSTRUCTIONS FOR THE BIDDER

#### 1. DEFINITIONS

- (A) "The BSNL." means the Bharat Sanchar Nigam Limited  
 (B) "The Bidder" means the individual or firm who participates in the tender and submits its bid.  
 (C) "The Transportation means" means Loading, Unloading ,Stacking and Transportation of BSNL Stores from within or outside of Shimla SSA to various stations in SHIMLA SSA or as per the requirement of the BSNL.

#### 2. ELIGIBLE BIDDERS

As per Clause 7

#### 3. COST OF BIDDING

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

#### 4. AMENDMENT OF BID DOCUMENTS

- 4.1 At any time, prior to the date of submission of Bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.  
 4.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the BSNL and these amendments will be binding on them.  
 4.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

#### 5. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents as per section VI

#### 6. BID PRICES

- 6.1 The bidder shall give the total composite price inclusive of all Levies & Taxes except service tax which will be payable extra as applicable, under the contract as per the price schedule given in Section VIA & VI B. The offer shall be firm in Indian Rupees.  
 6.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.  
 6.3 The prices quoted by the bidder shall be in sufficient detail to enable the BSNL to arrive at the price of items offered.

#### 7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 7.1 Bid should be submitted properly sealed with sealing Wax /PVC tape. The bid will consist of two sealed envelopes super scribed as "**Pre Qualification Bid**" and "**Financial Bid**". The envelope superscribed as Pre Qualification Bid will consist of:  
 i) Declaration & Information about bidder as per Section IV & Section VIII.  
 ii) Demand Draft of bid security amounting to Rs 39454/-only in favour of Accounts Officer (Cash) BSNL % GMTD SHIMLA payable at SHIMLA.  
 iii) Authority letter in case of authorized representatives of a firm as per section IX.

SDE(Plg)

Signature of Bidder

- iv) Complete signed Bid form excluding section VI (Part A & part B)
- v) Proof of experience as per eligibility of NIT during last three financial years including the current financial year upto the previous month to the date of opening of Tender from Central/State government deptt/PSU. The experience certificate should be duly attested by work executing authority.
- vi) Service tax registration & PAN No.
- vii) Detail of civil suit /litigation/arbitration entered into, if any.
- viii) Completed application as per section VII
- ix) Attested copy of registration with EPF authorities or affidavit for EPF registration.
- x) Original power of Attorney duly notarized in case person other than the tenderer has signed the tender documents.
- xi) Registration of firm, partnership deed, in case of partnership firm .
- xii) DEMAND DRAFT for depositing of payment of cost of document has to be supplied along with the bid in case bid document downloaded from website. In case of failure to supply this proof, the bid will be rejected.
- xiii) Declaration as per NIT in respect of downloaded document that nothing has been tampered.
- xiv) The bidder should submit following details for e-payment :-
  - (a) Name of Bank :
  - (b) Branch :
  - (c) A/c No. :
  - (c) IFS code :
 Also attach the copy of cancelled blank cheque of the above mentioned A/c .
- xv) An undertaking to be submitted by the bidder that he has at least one vehicle of each capacity i.e. 1MT & 4 MT in his name or on lease.
- xvi) An undertaking to be submitted by the bidder about the genuineness and correctness of all documents and certificates submitted along with the bid. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of providing genuineness of the submitted documents would rest with the bidder .

The second envelope superscribed as Financial Bid should contain the price schedule given in section VI (Part A & Part B). Both the envelopes should further be sealed in a large envelope, superscribed with **“Tender for Transportation of BSNL Store in SHIMLA SSA”** addressed to **AGM (Planning)**, % GMTD SHIMLA .

- 7.2 Tender without any of the above document will be liable for rejection.
- 7.3 Envelope superscribed , as “Pre Qualification Bid” will be opened first by the Tender opening committee (TOC).
- 7.4 Financial bid will be opened by the TOC in respect of those bidders whose pre-qualification bid is found to be in order. Other financial bids will be returned to the bidders without opening.
- 7.5 A gazetted officer from Central/State Govt must attest all the documents. Un-attested documents shall not be entertained.
- 7.6 Tender will be opened in the presence of those bidders/their representatives who may wish to be present at their own cost.
- 7.7 Only one person either bidder or his representative will be permitted to present while opening of the bids.
- 7.8 If the documents of 1<sup>st</sup> and 2<sup>nd</sup> envelopes are found interchanged, the bid will be rejected.

- 7.9 In case of holiday on dates given above, next working day will be treated for the purpose.
- 7.10 Any bid received by the BSNL after the scheduled time for submission of bids shall be rejected and returned unopened to the bidder.

## **8. BID SECURITY**

- 8.1 The bidder shall furnish, as part of his bid, a bid security as per NIT.
- 8.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 8.6.
- 8.3 The bid security shall be in the form of a bank draft issued by a scheduled bank in favour of Accounts Officer (Cash) O/O GMTD SHIMLA, payable at SHIMLA
- 8.4 A bid not secured in accordance with Para 8.1 & 8.3 shall be rejected by the BSNL being non-responsive at the bid opening stage.
- 8.5 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 BSNL pursuant to clause 9.
- 8.6 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails:
- (i) To sign the contract in accordance with clause 17 or
- (ii) To furnish Security deposit in accordance with clause 16.
- (c) In both the above cases, i.e. 8.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of acceptance letter. The bidder will not approach the court against the decision of BSNL in this regard.
- 8.7 He should hold a valid Service Tax Registration in favour of the firm.

## **9. PERIOD OF VALIDITY OF BIDS**

- 9.1 Bid shall remain valid for 150 days from the date of opening of bids. Any bid with shorter validity period will be rejected.
- 9.2 In exceptional circumstances, the GMTD SHIMLA 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 8 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.

## **10. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the GMTD SHIMLA 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.

**11. PRELIMINARY EVALUATION**

- 11.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 11.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the BSNL shall correct the total price. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 11.3 Prior to the detailed evaluation pursuant to clause 12, the BSNL 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 GMTD SHIMLA determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 11.4 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 11.5 The GMTD SHIMLA 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.

**12. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 12.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 11.
- 12.2 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of all Taxes as indicated in Price Schedule in Section VI (A&B) of the Bid Document.

**13. AWARD OF CONTRACT**

The BSNL shall consider placement of acceptance letter for transportation of BSNL Store in SHIMLA SSA only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The GMTD SHIMLA reserves the right to counter offers price(s) against price(s) quoted by any bidder.

**14. RIGHT TO VARY QUANTITIES**

BSNL will have the right to increase or decrease up to 25% of the quantity of work specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

**15. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

**16. ISSUE OF ACCEPTANCE LETTER**

- 16.1 The issue of an acceptance letter shall constitute the intention of the GMTD SHIMLA to enter into contract with the bidder.
- 16.2 The bidder shall within 14 days of issue of the acceptance letter give his acceptance along with security deposit (which is 7.5 % of the total cost of job).& EMD taken will

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Signature of Bidder

also be converted into Security deposit i.e. total security deposit will by 10% of the contract value.

**17. SIGNING OF CONTRACT**

- 17.1 The issue of Acceptance Letter shall constitute the award of contract on the bidder.  
 17.2 Upon the successful bidder furnishing security pursuant to clause 16, the earnest money will be converted into security deposit with AO (cash) % GMTD SHIMLA. Total S.D. will be 10 % of the estimated cost.

**18. ANNULMENT OF AWARD**

- 18.1 Failure of the successful bidder to comply with the requirement of clause 17 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the GMTD SHIMLA may make the award to any other bidder at the discretion of the BSNL or call for new bids. BSNL reserves the right to disqualify the tenderer for a suitable period that habitually failed to execute the work with in stipulated time. .

19. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds or does not complete the work assigned to the specification.

- 20 Extension of tender Period:-  
 GMTD SHIMLA reserves the right to extend the tender under same term & conditions for next one year. Tender can be extended on the written request of successful bidder who executed the work successfully. First time extension will be given for Three months & if necessary it can be extended up to one year .

**21 Registration with EPF authorities:-**

The tenderer have to fulfill all statutory obligations required as per labour laws and the terms & conditions of provisions of EPF & Miscellanies provision Act-1952 & Employees provident fund scheme 1952 in respect of all labourers/employees engaged by the tenderer for execution of BSNL's work . He should supply a declaration that he/she has complies with all the terms & conditions of EPF Act-1952 and copies of authenticated documents of payments of such contribution to EPF authority. Or if not applicable as per rule being casual labour hired at different locations as and when required as per nature of work an affidavit duly notarized to be submitted by the bidder that EPF condition are not applicable as no regular labour is engaged to execute this work .

## **SECTION-III**

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

#### **DEFINITIONS:**

#### **1. PERFORMANCE SECURITY**

- 1.1 The supplier shall furnish balance security to the BSNL SHIMLA for an amount equal to 7.5% of the contract value 14 days from the date of acceptance of tender in shape of Bank Guarantee in favour of AO (cash) % GMTD BSNL SHIMLA. & his EMD will also be converted into security deposit. Total performance security will be 10% of the contract value. Total performance security can be deposited in the shape of bank guarantee also & in such case EMD will be refunded.
- 1.2 The proceeds of the security shall be payable to the BSNL SHIMLA as compensation for any loss resulting from the bidder failure to complete its obligations under the contract.
- 1.3 The BSNL will discharge the performance security after completion of the tenderer performance obligations under the contract.

#### **2. CONTRACT: -**

CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL herein after referred as COMPANY and the CONTRACTOR together with the documents referred to therein including the conditions of CONTRACT, the specifications and instructions issued from time to time by the GMTD SHIMLA and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

In the CONTRACT, following expressions shall unless where the context otherwise required have the meaning hereby respectively assigned to them.

- (a) The 'CONTRACTOR' shall mean the individual or firm or Company whether incorporated or not undertaking the work, and shall include the legal personal representative or such individuals or the persons composing such firm or company or the successors of such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
- (b) The "goods" shall mean the articles to be maintained/work to be done by the Contractor as per specifications.
- (c) The CMD means CMD BSNL and his successors.
- (d) The COMPANY will mean the Bharat Sanchar Nigam Limited.
- (e) All references of BSNL:
- (i) General Manager Telecom. Distt.  
Dy. General Manager  
Divisional Engineer.
- iv) SDO/SDE
- v) Junior Telecom Officer.
- vi) Chief Accounts Officer.
- vii) Accounts Officer.
- In various clauses shall be taken to mean:  
BSNL: Bharat Sanchar Nigam Limited.
- i to vii) The Officers, in their respective grades/groups employed in the BSNL by whatever designations are assigned to them from time to time and who may be In charge of testing, acceptance of goods, maintenance of accounts and disposal of claims, from time to time includes their successors in office. Word imparting the singular number includes the plural number and vice-versa.



**3 PERIOD OF VALIDITY**

Rates should be quoted inclusive of all taxes except service tax and will remain fixed during contract period.

**4. OTHER CONDITIONS OF THE CONTRACT:-**

4.1 GMTD SHIMLA shall award work to the contractor .

4.2 If the contractor shall desire an extension of time for completion of work on some ground the extension shall be allowed by GMTD SHIMLA. Penalty as per the clause 8 will be charged in all such case except where is delay is due to BSNL reason or any unavoidable circumstances.

4.3 If the contractor fails to comply with the work within the period specified in the work order as per terms & condition of the agreement/tender. It will be treated refusal of work order unless and otherwise extended vide 4.2

**5. REFUND OF SECURITY DEPOSIT :**

5.1 The security deposit or a part thereof or such balance thereof if any shall be paid back to the successful bidder after a satisfactory warranty period of six months from the date of satisfactory completion of work. The Bidder shall remain liable to the BSNL in respect of any shortfall or discharge liability not withstanding return or security deposit or any part thereof.

5.2 No interest will be payable on the Earnest money or the security deposit or the amount payable to the contractor under this contract

5.3 No demand shall be made by the contractor or any other persons on his behalf or in his place for refund of security deposit till all claims due to and by the BSNL are finally settled after the formation of the contract and the contractor agreed to furnish a no demand certificate to the GMTD SHIMLA in six months from the date of final settlement of accounts failing which the GMTD SHIMLA authorized to settle the accounts finally and no claims from the contractor will be entertained subsequently. The GMTD SHIMLA is also authorized to hold in abeyance the refund of said security deposit for at least six months from the date of receipt of no demand certificate from the contractor. During the stipulated period of the contract no assignment in full or in part of security deposit, or of the bill payable by the GMTD SHIMLA shall be made by the contractors in favour of any other person or party. If any such assignment is made the same shall not be binding upon the GMTD SHIMLA, provided that if any such assignment is made after the formation of the contract duty before the refund of the security deposit or payment of the bills, the same shall be done in writing according to legal procedure and with the provisions and consent in writing of the GMTD SHIMLA.

**6 SETTLEMENT OF CLAIMS FOR LOSSES AND DAMAGE**

In the matter of settling any claims for losses, damages cost or expenses to which the BSNL may be put by reason of default of the contractor referred to above or the article of the agreements, decision of GMTD SHIMLA in writing will be final. The GMTD SHIMLA is also authorized by the contract to retain and set off the amount payable to the contractor whether arising out of this particular contract or out of any other transaction of contract whatsoever.

**7 TERMINATION OF CONTRACT**

The GMTD SHIMLA has the option of terminating the contract either partly or wholly at any stage without assigning any reasons by giving one month's notice in writing to that effect and shall not be liable to pay compensation to the contractor therefore. The GMTD SHIMLA will be final judge as the quality of material maintained and his decision will be binding on the contractor.

**8 PENALTY FOR DELAY IN COMPLETION OF WORK**

The completion of work within time specified in work order shall be deemed to be most important aspect of the contract on the part of the contractor and shall be reckoned from the next day of the issue of the work order. An amount equal to 0.33%

per day shall be deducted from the bill in case of delay in completion of the work subject to maximum 10% of the value of the work against the work order. Time period shall be normally 7 days, however it will be decided by work order issuing authority on the basis of quantum of work.

**9. INSPECTION.**

The officer nominated by GMTD SHIMLA may conduct the inspections.

**10. PAYMENT TERMS**

10.1 Payment of bills will be made as under: -

- a) The contractor shall ensure the submission of bills in duplicate along with photocopy of challans of deposit of service tax claimed in his previous bills and EPF deposit challans if applicable against completed works in accordance with Terms & conditions of tender document to the work order issuing authority on monthly basis for completed works . No bills/claims will be entertained by the BSNL after three months of the completion of work.
  - b) Taxes at the prevailing rates will be deducted from the bills duly completed and verified by the consignee with all formalities and certificates on monthly basis .
- 10.2 The payment of contractor's bills is made on receipt of the bills duly completed with all formalities and certificates on monthly basis.
- 10.3 The rates once approved will not be enhanced in any circumstances. In case the tenderer shows his inability to carry out work, the same will be got done from other agencies and the amount paid in excess of approved rate will be recovered from the tenderers pending bills/security/performance guarantee.
- 10.4 The GMTD SHIMLA has the right to deduct any amount from the bill, as he may consider reasonable for the unsatisfactory execution of work.
- 10.5 The payment will be made through RTGS.
- 10.6 No advance payment will be made.
- 10.7 The contractor will not be permitted to sublet the work to other agencies on commission basis. In such circumstances if it is found that the work has been Subletted, the earnest money, security and performance guarantee of the tenderer will be forfeited and no further work will be allotted to him.
- 10.8 If any of the information furnished by the tenderer is found to be incorrect the contract is liable to be terminated without notice and the earnest money and security and performance guarantee deposit is liable to be forfeited.
- 10.9 BSNL will also reserves the right to forfeit earnest money and security and performance guarantee if the tenderer on /after acceptance of the contract fails to comply with any of the terms and conditions set out in tender or agreement. In such circumstance the right of cancellation the contract rests with BSNL.
- 10.10** That in the event of tenderer being adjudged insolvent or otherwise legally in capable of fulfilling this contract. GMTD SHIMLA shall have power to terminate the contract immediately without giving any notice to the tenderer and earnest money and security will be forfeited.

**10.11 Checklist Points :**

Contract specifications bearing No.....dated....

Bill No.

- (i) Work has been done satisfactory as per contract bearing Number..... date..... and further w/o Number.....date ..... for the period .....
- (ii) Provision exist in Estimate no.....
- (iii) Rate approved/accepted as per ANX .....of agreement
- (iv) All documents have been attached as required as per contract.
- (v) No complaints received from labours .
- (vi) Nothing is due from contractor .
- (vii) No damages done by the contractor during performance of duty.
- (viii) No substandard work has been done /
- (ix) No penalty is applicable as per contract.

- (x) All statutory obligations as per labour laws have been compiled by the contractor and are complete in all respect .
- (xi) Nothing has been paid earlier against this claim/work executed .
- (xii) Copy of Service Tax paid Challan of previous bill is enclosed.
- (xiii) Bill/Bills have been checked and verified for Rs ..... as supplier has completed /Submitted all required formalities/documents required as per contract . Check list should be signed by concerned SDO and c/s by DE concerned .

#### **11. ARBITRATION**

1. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, (**Himachal Pradesh** ) 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 the functions of the Chief General Manager, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant has expressed view 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 unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with 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.
2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
3. The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor. The following procedure shall be followed:
  - (i) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
  - (ii) There should not be a joint submission with the contractor to the sole arbitrator.
  - (iii) Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - (iv) The onus of establishing his claims will be left to the contractor.
  - (v) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
  - (vi) The "points of defense" will be based on actual conditions of the contract.
  - (vii) Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
  - (viii) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
  - (ix) If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

#### **12 SET OFF**

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

out of this contract or under any other contract made by the supplier with the BSNL or such other person(s) contracting through the BSNL.

**13. GENERAL CONDITIONS:**

- 13.1 Rates are to be quoted in the prescribed Performa at section VIA &VIB.
- 13.2 Rate should be quoted in figures and words as per section VI . Ambiguity in rates or any insertion\_ in the tender not specified in the tender form shall render the tender invalid. Rates quoted should be firm for acceptance for a period of one year or less from the date of executing the contract.
- 13.3 The bidder must be in a position to provide 2 to 3 motor vehicle/lorries simultaneously.
- 13.4 The contract shall ordinarily be for a tentative period of one year but can be terminated at any time at the discretion of the GMTD SHIMLA without assigning any reasons before the expiry of contract period of one year. The validity of contract may further be extended with the concurrence of the contractor , if considered necessary.
- 13.5 The security deposit of successful tenderer will be refunded after the final settlement of all claims of the BSNL after the expiry of contract as per terms and conditions thereof
- 13.6 The cash security, earnest money deposit will be forfeited if the bidder fails to execute the agreement. Cash security/ E.M.D. will be forfeited if the contractor fails to carry out the work .
- 13.7 No interest will be payable either on earnest money or on security deposit on its conversion
- 13.8 The GMTD SHIMLA on behalf on BSNL does not bind himself to accept the lowest or any tender or whole or part of any tender to assign reasons for non- acceptance or part acceptance of any tender.
- 13.9 In complete and incorrect filled tender/conditional tenders are liable to be summarily rejected.
- 13.10 The whole consignment is to be transported under the entire risk and responsibility of the contractor.
- 13.11 Contractor will provide transport/labour within period of Work order by AGM(P)/delivery of letter of requisition of Vehicles/labour in writing or telephonically and deliver the BSNL material at the requisite site within specified time period. In case any delay in carriage penalty clause will be invoked. . If the contractor does not provide transport as per work order, then the BSNL will have the right to get the stores transported by any other agency at the risk and cost of the contractor. The difference in freight so paid by the BSNL will be adjusted against the pending bills if any or from the security deposit of the contractor , in addition to applicable penalty.
- 13.12 The quantum of work is as per section -X The number of lorries to be dispatched as indicated in section-X are based on the past experience. However there may be appreciable variation in this figure during the currency of this tender.
- 13.13 The tenderer should furnish particulars of past contract(s) if any of the same type of work so as to access his capacity for this work. The detail of the truck available for carrying out this work should be given with their registration numbers.
- 13.14. The evaluation of the tender will be done on the basis of rates offered in responsive bid.
- 13.15 The contractor will have to sign the agreement which is available in section-V along with all terms and condition of tender document.
- 13.16 The bills for the transportation should be submitted within specified time after delivery of stores to the consignee.
- 13.17 No charge of dead distance will be claimed i.e. local distances at either stations or distance for return journey of lorries.
- 13.18. Net weight only will be taken into account
- 13.19. Normally flings of all the cable drums bear the weight of cable drums. In case it is illegible the weight certified by BSNL officer will be final.

- 13.20 Stores will have to be lifted from where these are made available.
- 13.21 Stores items will be counted/weighted by the contractor(s) labour before loading in the vehicles in stores depot without any extra charges. BSNL officials will have full right to check without making any payment to contractor on account of any detection. **The measurement related to weight of store items transported/carried and distance of transportation of stores verified by the concerned BSNL officer shall be treated as final.**
- 13.22 The approximate number of motor vehicles will be :  
 1 T (Full load) (for wt upto 10 Qntl) =149  
 4 T(Full load)( for wt upto 40Qtl) = 60  
 These figures can however vary depending upon the requirement of the BSNL.
- 13.23 In the season the requirement can be for 1-2 motor vehicles /day
- 13.24 (a) Individuals signing the tender or other relevant document connected with the contract must specify whether he signs as :-  
 i) A sole proprietor of the firm or constituted attorney of sole proprietor.  
 ii) Further if the firm is a partnership concern in that case person must have authority to act on behalf of firm. In case of any dispute in this regard matter will be referred to arbitration.  
 iii) Constituted attorney of the firm, if it is a company. NB (A).  
 iv) In case of (ii) above copy of the partnership agreement or general power of attorney, in either case attested by notary public, should be furnished unless the same has been previously furnished in this office or affidavit on stamped paper of all partners admitting execution of the partnership agreement or the general power of attorney, should be furnished.
- (b) In case of partnership firm herein authority refer to arbitration disputes concerning the business if partner has not been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- (c) The signing of the tender form or any other document forming part of the contract on behalf of the contractor shall be deemed to have warranty that he has authority of the contractor and if on enquiry it appeared that the person so signing had no authority to do so then, GMTD SHIMLA may without prejudice to other rights or remedy cancel the contract and make or authorise for making of alternative arrangements at the risk and cost of such person whose Signature are available to GMTD SHIMLA for all cost and damage arising from the cancellation of the contract including any loss which the BSNL may sustain on account of the contractor
- (d) Each page of tender document and annexure, if any should be signed by the tenderer.
- 13.25 BSNL reserve the right to arrange carriage of stores through BSNL trucks as and when so required. The work as per section VI(B) will have to be carried out with departmental truck also.
- 13.26 The contractor shall ensure that trucks used for transportation and consignments are insured for theft, loss, fire, natural hazards and calamities etc. to the satisfaction of GMTD SHIMLA.
- 13.27 The contractor shall provide motor lorry in good condition and BSNL has full discretion to reject temporarily or permanently any motor lorry which he considers unfair or unsafe for transportation.
- 13.28. In transportation BSNL official will be allowed to travel free of cost. The tenderer will also pay toll tax etc where ever applicable/charged.
- 13.29. The contractor has to obtain duly verified vouchers of all the transported materials from the in charge /officer at the destination stations along with certificate that:-  
 a) All the material has been received in good condition  
 b) No damage has been done to the material.

**SECTION-IV**

## DECLARATION

I/We hereby declare that I/We shall treat as secret/confidential document and shall not communicate information/derived there from to any other person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudice to safety of the same. I/We hereby tender for execution or the CMD BSNL or his successors of work of specified in schedule of work within the specified time and the rates and amount given in figures and words by me /us in this annexure on pages..... to .....in accordance in all respect with the specification given before hand and revised from time to time by officer in charge of the work or supervisor nominated for the purpose by the BSNL and as per instructions and conditions of the tender.

I/We hereby agreed to fulfill all the terms and conditions of the tender. If I/We fails to commence the work as per specified in the tender, I/We agreed that the said CMD BSNL or his successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money.

Dated .....

Signature of the tenderer

Name in block letters

Full address.

SDE(Plg)

Signature of Bidder



- 3) The contractor shall supply the requisite number of workmen with means & materials as well as tools, appliances, implements, vehicles for transportation, for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

Above written:

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

Witness:

1.

2.

Signed & Delivered on behalf the BSNL the

Witness:



**SECTION VI (Financial Bid)**

**BID FORM**

To

The General Manager  
Telecom Distt. SHIMLA - 171009

Dear Sir,

1 Having examined the conditions of contract and specifications we, undersigned, offer to transport/maintain goods as per Section VI(A&B) in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2 We undertake, if our Bid is accepted, to commence work within (one) week from the date of approval of contract if work order issued.

3 If our Bid is accepted, we will submit the security deposit of @ 10% (including 2.5% EMD ) of the contract value for the due performance of the contract.

4 We agree to abide by this Bid for a period of one year from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5 Until a formal Agreement of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

7 We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ..... 2015

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

**SECTION VI (A) (Financial Bid)****PRICE SCHEDULE**

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Unit</b>	<b>Transportation charges Mechanical</b>	
			<b>In Figures (Rs.)</b>	<b>In Words (Rupees)</b>
1.	Rate for 1 T capacity vehicle per KM consolidated	Per km /T		
2..	Rate for 4 T capacity vehicle per KM consolidated	Per km /4T		

We hereby declare that the above quoted prices are correct as per the best of my / our knowledge and inclusive of all taxes except service tax which will be payable extra as applicable.

**NOTE:-**

- No charges of dead distances will be claimed i.e. Road distance at either stations and return journeys
- No charges for detention of vehicles will be claimed.
- In case the material is weighted/ inspected en route by any inspecting agency no extra charges will be payable.
- Store will have to be lifted from any designated location as per work order and rates payable for mechanical carriage will on the basis of millage not on the basis of weight for particular vehicle. W/O issuing authority will decide the type of vehicle on the basis of load to be carried.
- Store items will be counted/weighted by the contractor's labour before loading in truck/vehicle at Store Depot without any extra charges. BSNL official will have full right to check without any payment to contractor on account of any detention.
- No other charges in any form except covered above shall be claimed.

Signature of contractor  
(With Name , Seal & Date)

**SECTION VI(B) (Financial Bid)****PRICE SCHEDULE**

<b>S.No.</b>	<b>Item</b>	<b>Rates in Rs</b>	
		<b>In Figures</b>	<b>In words.</b>
1	Loading of stores per Qtl.		
2	Unloading of stores per Qtl. With stacking		
3	Lifting of stores in stairs/multi storey building for item > 1 qtl & bulky item per Qtl.per feet.		
4	Manual carriage of stores per qtl/100 Mts.		
5	Vertical stacking of batteries in exchanges for more than 200 AH batteries per Qtl per feet.		

Signature of contractor  
(With Name , Seal & Date)

**SECTION VII**

Application for submission of tender for transportation /handling of BSNL stores for Shimla SSA

-----

From

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

[AGM \(Planning\)](#)  
% GMTD SHIMLA -171009.

Dear Sir,

I/We submit this sealed tender along with Earnest Money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide D.D./Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ in the name of A.O.(Cash) BSNL % GMTD SHIMLA-171009 for handling and transportation of BSNL stores for SHIMLA SSA for the tentative period of one year from the date of acceptance of this contract.

I/We have thoroughly examined the terms and conditions of the contract , the specification of work mentioned in tender form and the condition mentioned in the tender form and agree to abide by them. The rates at which I/We offer to work have been stated in the tender form .

I/We agree to furnish the security deposit as per tender document in the form of cash deposit/DD pledged to A.O.(Cash) BSNL % GMTD SHIMLA.

The following are the Registration nos. and carrying capacities of lorries in my/our possession which will be utilized by me/us for the execution of the contract. I/We also certify that I/We are in position to muster sufficient labour for loading, unloading and stacking of stores as required.

Registration No. of lorry	Carrying capacity
_____	_____
_____	_____
_____	_____

Signature of contractor  
With Name , seal and Date.

## **SECTION VIII**

### **DECLARATION & INFORMATION ABOUT BIDDER**

- A. I)** I/We agree to the all terms and conditions of the tender document.
- II) I/We also agree that printed terms and conditions if any at back of our quotation form or if any paper enclosed are not applicable.
- B.**
- a. Name of the Tenderer/Contractor
  - b. Address
  - c. Telephone No/Fax/Email No
  - d. Whether proprietary or partnership  
Concern (if so attach partnership deed)
  - e. EMD particulars
  - f. Solvency declaration
  - g. Partner ship Deed
  - h. Annexure attached regarding the contract.

Signature of contractor  
With Name, Seal and Date.

N.B.

- i) Tendering firms should specifically submit their offer in this form furnishing all details as asked for. Tender liable to be disqualified if all the information called for is not furnished or tender is not submitted on the above form.
- ii) Separate sheets may be attached in duplicate copy and also in case the space provided against any clause is insufficient.
- iii) Cheques are not accepted against earnest money.

Signature of contractor  
With Name, Seal & Date

**SECTION IX****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach % GMTD SHIMLA before date of bid opening)

To

The AGM (P)  
% GMTD SHIMLA - 171009**Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the****Tender of \_\_\_\_\_**

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate  
Representative

Signatures of bidder

Or

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

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

**SECTION X (A)****Estimated quantum of work for transportation****Estimated number of Kms to be run with IMT Vehicle = 19022 Kms****Estimated number of Kms to be run with 4MT Vehicle = 9000 Kms****SECTION X (B)****Quantum for Manual Carriage Qty. in Qtls.**

Sr	Item	Qty Wt in Qtl (Approx)	Height in ft	
1	Loading of stores	3890		
2	Unloading of stores at store site with stacking	3890		
3	Lifting of stores in stairs/multi storey building for item > 1 qtl & bulky item per feet	1000	12	
6	Manual carriage of stores per qtl/100 Mts	2000		
7	Stacking of batteries in exchanges more than 200AH per feet	500	10	
	Total			