



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprises)  
Office of the General Manager, Telecom District,  
HAZARIBAG

**TENDER DOCUMENT FOR TRANSPORTATION OF TELECOM STORES**

(Kindly read instructions inside carefully. Any omission may render your tender to rejection.)

**SALE OF TENDER DOCUMENT** → **FROM 22.01.2007 to 13.02.2007 ON ALL WORKING DAYS BETWEEN 11.00 HRS. TO 15.00 HRS.**

**LAST DATE OF SUMISSION OF TENDER DOCUMENTS** → **UP TO 15.00 HRS. OF 14.02.2007**

**DATE OF OPENING OF TENDERS** → **AT 15.30 HRS. ON 14.02.2007**

**TENDER FORM NO. .... COST OF TENDER FORM RS. 1000/-**  
**ISSUED TO .....**  
.....  
.....  
.....

**PAYMENT – PARTICULARS: Paid Rs. 1000/= (One thousand) only vide (i) ACG – 67**  
**Receipt No. .... dated .....**  
**(ii) D.D. no. .... dated .....**  
**DATE OF ISSUE: .... / .... / .....**

**S.D.E. (Plg)**  
**O/o G.M.T.D., Hazaribag.**

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**BHARAT SANCHAR NIGAM LIMITED**

Office of the General Manager Telecom District, Hazaribag

Tender No. GMTD-HZB/Tender/Transportation of Telecom Stores/06-07/09(i) Dated at Hazaribag the: 20.01.2007.

**NOTICE INVITING TENDER**

1. On behalf of Bharat Sanchar Nigam Limited the General Manager, Telecom District, Hazaribag invites Wax/PVC tape sealed tenders from the registered, reputed and experienced transporters having trade licence and having own truck for transporting telecom stores of Hazaribag SSA at different stations for an estimated cost of Rs. 10 lacs (Ten lacs) only for a period of one year. The tenderer should have turn over minimum Rs. 5 Lakhs in any two year (added together)

Item	Estimated Cost (In Rs.)	E.M.D. (In Rs.)	Sale of Tender document	Date & time of submission of tender	Opening of tender
<b>Transportation of telecom stores in different stations for Hazaribag SSA</b>	10,00,000.00	25,000.00	11.00 hrs. to 15.00 hrs. on all working days from 22.01.2007 to 13.02.007	Up to 15.00 hrs of 14.02.2007	AT 15.30 hrs. of 14.02.2007

2. The tender document can be have from SDE (Plg), of this office on production of ACG-67 receipt or D.D. issued from any scheduled bank in favour of Sr. A.O. (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag for Rs. 1000/- only (non-refundable) along with the photo copy of following papers (i) Registration of firm (ii) Owner book of vehicle (iii) Trade license (iv) Labour license issue by competent authority of labour department (Central Govt.) (v) Income TAX PAN no. (vi) Experience certificate for an amount of Rs. 5 lacs in any two financial years (added together) during the last five financial years issued by STS level officers of Govt. Dept./PSUs.

The Tender document can also be downloaded from the website [www.jharkhand.bsnl.co.in](http://www.jharkhand.bsnl.co.in) , if the tenderer having all the documents as mentioned above. In such cases the cost of tender document in the shape of DD issued from any scheduled bank within the date of issuing of tender document in favour of Sr. A.O. (Cash) BSNL O/O GMTD Hazaribag payable at Hazaribag should be attached either in bid security envelop or Financial bid envelop.

3. Only one tender document will be given to one agency.
4. No tender document will be issued to those contractors whose solvency certificate has been found false/bid security has been forfeited earlier in the department and black listed at any other offices/PSUs. The cost of tender document is non-refundable and tender paper is non-transferable.
5. The tender, which is not accompanied by the requisite bid security shall be summarily rejected. Tender will not be accepted/ received after expiry date and time.
6. The G.M.T.D. Hazaribag reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to award work to more than one contractor in each Zone according to norms and to increase/ decrease the quantum of work as per requirements.
7. Period of Contract: One year from date of agreement. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag on same terms, conditions & rates.
8. The work will be awarded between two contractors on L1 approved rate as per BSNL policy.
9. Other terms and conditions and detail instructions for bidders are available on web site [www.jharkhand.bsnl.co.in](http://www.jharkhand.bsnl.co.in) or in tender document

D.E. (A&P)  
O/o GMTD, Hazaribag

Copy to:-

- (1) The Chief General Manger, Jharkhand Telecom Circle, Ranch.
- (2) All DEs in Hazaribag SSA.
- (3) CAO/Sr. AO (Cash)/Ao (SBP), O/o GMTD Hazaribag.
- (4) Notice Board of GMTD office and other offices in Hazaribag SSA.
- (5) Press.

D.E. (A&P)  
O/o GMTD, Hazaribag

# Annexure I BID FORM

Tender No. GMTD/HZB/Tender/Transportation of Telecom Stores/06-07/09(i) Dated at Hazaribag the: 20.01.2007

To,  
The General Manager Telecom District  
Hazaribag - 825301

Dear sir,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to execute the work of transportation of telecom store of Hazaribag SSA within the Hazaribag SSA/Jharkhand state/beyond Jharkhand state (as the case may be) in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

I/We undertake, if our Bid is accepted, we will execute the transportation work in accordance with specifications, time limits & terms and conditions stipulated in the tender document failing which my/our security deposit may be forfeited.

If my/our our Bid is accepted, I/we shall submit the securities as per the conditions mentioned in the contract.

I/We agree to abide by this Bid for a period of 240 days from the date of opening of Qualifying Bid and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a format agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract upon me/us.

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

Dated this ..... day of..... (the year)

Signature of Authorized Signatory.....  
In capacity of .....

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

Witness.....

Address.....  
Signature.....

**Annexure II  
TENDERER'S PROFILE**

General :

1. Name of the Tenderer/firm .....
2. Name of the person submitting the tender whose Photograph is affixed  
Shri/Smt. ....

(In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor/ Partner only, as the case may be)

**Self signed  
Passport size  
photograph of the  
tenderer/  
authorised  
signatory holding  
power of Attorney**

3. Address of the firm  
.....  
.....
4. Telegraphic Address .....
5. Tel no. (with STD code) (O)..... (R).....(FAX).....  
Mobile No. ....
6. Registration & incorporation particulars of the firm :
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/ Partners/Directors .....
  8. Tenderer's bank, its address and his current account number .....
  9. Permanent Income Tax number, Income Tax circle .....
- (Please attach a copy of last income tax return )
10. Infrastructural capabilities:
    - a Capacity of providing 3 metric tone truck with labour per day .....
    - b. Capacity of providing 5 metric tone truck with labour per day .....
    - c. Capacity of providing 9 metric tone truck with labour per day .....

**Type of Vehicle(s)**

**Registration number**

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d. Particulars of other machines possessed by the contractor which can be help in loading/unloading;

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.....

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

Place :

Date :

Signature of tender / Authorized signatory .....

Name of the tenderer.....

Seal of the tenderer

## Annexure III

### Instruction to Bidders

#### A. INTRODUCTION:

##### 1. DEFINITIONS:

- a. **President of India:** The President of India means the President of India and his successors.
- b. **Government of India :** The Government of India shall mean the President of India.
- c. **Department:** The Department means the GMTD Hazaribag, BSNL under the Ministry of Communications, which invites the tenders on behalf of the BSNL. All references of:
- Department  
CMD  
Chief General Manager  
Principal General Manager  
General Manager  
Deputy General Manager/ Area Manager/ Director/ Telecom Distt. Manager  
Manager  
Divisional Engineer  
Sub Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Accounts Officer  
Assistant Accounts Officer  
Junior Accounts Officer.
- including other officers in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, acceptance and including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL (A Government of India Enterprise) under the Ministry of Communications, Government of India.
- d. (The SSA Head) means the Head of SSA (GMTD Hazaribag) and his successors.
- e. **The jurisdiction of (the SSA Head):** The jurisdiction of GMTD Hazaribag means geographical area of Koderma, Hazaribag, Giridih and Chatra revenue Districts.
- f. **Representative of (the SSA Head):** Representative of GMTD means Officer and staff for the time being in Hazaribag deputed by the GMTD Hazaribag for inspecting of supervising the work etc.
- g. **Officer – in – charge:** The Officer-in-charge means the Officer nominated by the GMTD to issue work order and supervise the work under the contract. (Minimum Divisional Engineer level officer).
- h. **Contract :** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the president of India and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the officers- in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such transportation, be transported and taken to mean the works by or by virtue of the contract to be transported.
- i. **Contractor:** The contractor shall mean the individual, firm or company, registered with competent authority of State/Central Govt. (as the case may be) for transportation of goods.
- j. **Work:** The expression "Works" shall unless there be something either in the subject or context repugnant to such transportation be transported and taken to mean the works by or by virtue of the contract to be transported within Hazaribag SSA/Jharkhand State/Beyond Jharkhand State (as the case may be).

- k. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- l. **Site:** The site shall mean the station/store/exchange/other places from where goods are to be transported under the contract and at any other station/store/exchange/other places where goods are to be transported (as the case may be).
- m. **Normal time or Stipulated time:** Normal time or Stipulated time means time specified in the work order to transport the telecom goods.
- n. **Extension to Time:** Extension of Time means the time granted by the Department to complete the work beyond the normal time or stipulated time. Extension will be granted only by the GMTD, Hazaribag where needs necessary on production of application by the contractor and duly recommended by work-order issuing officer.
- o. **Date of Commencement of Work:** Date of commencement of work means the date of actual commencement of work.
- p. **Due date of completion:** Due date of completion shall be the date by which the goods shall be transported at site.
- q. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- r. **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

## 2. **ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all registered contractors as per their eligibility mentioned in NIT of this tender document.

## 3. **BID DOCUMENTS :**

- 3.1 The transportation work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

### 3.1.1. **Bid Security**

EMD amount Rs. 25,000/- (twenty five thousand) in the shape of D.D. issued by any scheduled bank in favour of Sr. AO (Cash), o/o GMTD, BSNL, Hazaribag payable at Hazaribag.

### 3.1.2. **Qualifying Bid:**

- 3.1.2.1. Notice Inviting Tender
- 3.1.2.2. Bid Form duly filled signed and stamped Annexure I to Annexure VIII
- 3.1.2.3. List of documents to be submitted along with the qualifying Bid
- 3.1.2.4. Valid labour license issued from competent authority of labour department (Central Govt.)
- 3.1.2.5. Work experience certificate of two years in transportation of goods from not below the rank of STS Officer.
- 3.1.2.6. Payment certificate from DDO concern for Rs. 5 Lacs. in any two financial years (taken together) during the last five financial years in the field of transportation.
- 3.1.2.7. Income Tax PAN no.
- 3.1.2.8. Relevant documents of vehicle(s).

### 3.1.3 **Financial Bid.**

3.1.3.1 Schedule of rates – for transportation of stores including handing loading, unloading, arranging at both the stations- **Annexure IX.**



- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of 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.

4. **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Document shall notify the Department in writing or by fax at the department's office address indicated in the invitation of Bids. The department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the department shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the Department will form part of the bid documents.

5. **AMENDMENT OF BID DOCUMENTS:**

- 5.1 At any time, prior to the date for submission of bids, the department may, for any reason whether *suo motto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing by post or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the department may, at its discretion, extend the deadline for the submission/opening of bids suitably.

C. **PREPARATION OF BIDS**

6. **Cost of Bidding:**

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

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following document:

- i.) Bid security in accordance to clause no. 8
- ii.) Tender documents (s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- iii.) Work experience certificate of two years in transporting works in Govt Dept/PSUs from not below the rank of STS Officer during the last five years.
- iv.) Payment certificate from DDO concern for Rs. 5 Lacs in two years (taken together) during last five years in the field of Transportation works in Govt. Dept/PSUs.
- v.) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi.) Bid Form, duly filled in, as per Annexure-I.
- vii.) Tenderer's profile duly filled in, as per Annexure II of the tender document.
- viii.) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- ix.) List of vehicles to be used in transportation works with in the contract period with full details of vehicles i.e. vehicle no., capacity of vehicle, registration particulars, authorization of vehicle owner in case of vehicle owner is other than tenderer. Up to date tax cleared of the vehicle, insurance clearance of the vehicle, permit of vehicles for Jharkhand only.
- x.) Income Tax PAN no.
- xi.) Trade license.

8. **BID SECURITY:**

- 8.1 The bidder shall furnished, as part of his bid, a bid security (EMD) for an amount of Rs. 25,000/- (twenty five thousand) only.  
No interest shall be paid by the department on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the Department against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7
- 8.3 Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Sr. Accounts Officer (Cash),BSNL, O/o GMTD Hazaribag , payable at Hazaribag.
- 8.4 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Department as non responsive.
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of tender without any interest.
- 8.6 The successful bidder's bid security (EMD) will compulsorily be converted to part of security deposit money.
- 8.7 The bid security (EMD) shall be forfeited ;
- 8.7.1 If bidder attempts to influence.
- 8.7.2 If the bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.3 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or
- 8.7.4 In case of a successful bidder, if the bidder fails;
- (i) To sign the agreement in accordance with clause 25
- (ii) To deposit S.D. money within 10 days of receipt of letter of intent.
- (iii) EPF number and E-payment account number as stated on Sl. No. 25.3.

9. **BID PRICES :**

- 9.1 The bidder shall give the total composite price inclusive of handing charge, loading ,unloading, stacking, counting, weighting etc. with or without crane per trip and transporting charge as per schedule of rate annexure -- (Financial bid)

**(a) Fixed rate up to 10 Km distance**

Handing charge (including loading/unloading, stacking, counting, weighting etc for both the stations without crane) and transporting per trip

Sl.no.	Description	In figure	In words
A 1	Up to 3 metric tone		
A 2	Up to 5 metric tone		
A 3	Up to 9 metric tone		

**(b) Variable transporting charge rate per Km beyond 10 km distance**

Sl.no.	Description	In figure	In words
B 1	Up to 3 metric tone		
B 2	Up to 5 metric tone		
B 3	Up to 9 metric tone		

- 9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be changed subject to variation on any account i.e cost of fuel , expenditure on labour.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bid shall remain valid for 240 day from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DEPARTMENT AS NON-RESPONSIVE.

11. **SIGNING OF BID:**

- 11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid document of the transportation works to be executed by the

bidder under the contract. (Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid document for his own reference.)

- 11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

12. Method of preparation of bid:

- 12.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security	EMD amount
Second	Qualifying Bid	Containing documents as per clause 7
Third	Financial Bid	Rate duly quoted by the tenderer in the prescribed format in annexure IX

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/ Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The tenders, which are not submitted in above, mentioned manner should be summarily rejected.

- 12.2 All envelopes (3 inner & one outer) must bear the following;

Tender for transportation of telecom stores of Hazaribag SSA against Tender no: GMTD/HZB/Tender/ transportation of telecom stores/2006-07/09 dated 25/09/2006

- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

**13. SUBMISSION OF BIDS:**

- 13.1 Tenders should be dropped in person in the tender box up to 15.00 hrs on or before 17/10/2006 placed in the chamber of DE (A&P), O/o GMTD Hazaribag.

The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by DE (A&P), O/O GMTD, Hazaribag.

- 13.2 **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderer who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be received in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NITs have been published.

- 13.3 The BSNL, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**14. LATE BIDS:**

- 14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

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

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with WAX/ Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

**E. OPENING OF BIDS BY THE DEPARTMENT:****16. OPENING OF BIDS BY THE DEPARTMENT:**

- 16.1 The Department shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15.30 Hrs on due date i.e. on 14.02.2007 in the chamber of D.E. (A&P), O/o G.M.T.D., Hazaribag. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Annexure – VIII).
- 16.2.1 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The bids shall be opened in the following manner:
- 16.3.1 The bid opening committee shall count the number of bids and assign serial numbers on the bids. For example, if 10 tenders have been received, the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids.
- 16.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 12.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 16.3.3 First the outer envelop containing the three inner envelopes be opened. The bid opening committee shall initial on all three inner envelopes with date.
- 16.3.4 Amongst these three envelopes, the envelope marked "Bid Security" shall be opened first and on receipt of necessary amount in shape of D.D. then after "Qualifying Bid" will be opened and examined.
- 16.3.5 After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 16.3.6 (After recording of the "Qualifying Bid" the TOC will place all the Financials bids submitted by the bidder in an envelope and will seal it with wax/pvc tape under proper signature of committee member for keeping in safe custody)
- 16.4 The Financial Bid shall be opened in the following manner ;
- 16.4.1 The envelope marked "Financial Bid" will be opened only for qualified tenders in "Qualifying bid".
- 16.4.2 The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in qualifying Bid and their representative shall be allowed to attend the financial bid opening.
- 16.4.3 After opening the "Financial Bid" the bidders name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate; will be announced at the opening.
- 16.4.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

**17. CLARIFICATION OF BIDS BY THE DEPARTMENT:**

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

**18. PRELIMINARY EVALUATION:**

- 18.1 Department 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.
- 18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bids shall be rejected.
- 18.3 Prior to the detailed evaluation, pursuant to clause 22, the Department will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The Department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.4 A bid, determined as substantially non responsive will be rejected by the department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 18.5 The department may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect a relative ranking of the bidder.

**19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 19.1 The department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The evaluation and comparison of responsive bids shall be on the basis of formula mentioned on financial bid (Annexure IX).

**20. CONTACTING THE DEPARTMENT:**

- 20.1 Subject to clause 17 no bidder shall try to influence the department on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 Any effort by the bidder to modify his bid or influence the department in the department's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**21. AWARD OF CONTRACT:**

- 21.1 The department shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the department and the contractor, however it may be extended for further one year as per discretion of GMTD, Hazaribag on same terms, conditions and rates.

**22. DEPARTMENT'S RIGHT TO VARY QUANTUM OF WORK:**

The department, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates and other terms and conditions.

**23. DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The department 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's action.

**24. ISSUE OF LETTER OF INTENT:**

- 24.1 The issue of letter of intent shall constitute the intention of the department to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

**25. SIGNING OF AGREEMENT:**

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the department with in a week of submission of S.D. money i.e. 10% of awarded work value.
- 25.2 As soon as the tender is approved by the competent authority, the Bid security deposited by the successful bidder shall be compulsorily converted in to the security deposit, which will be held by the department till six months after completion of period of contract on which no any interest will be given.
- 25.3 After execution of agreement the tenderer will have to submit the following papers within 15 (fifteen) days.
- (1) Valid Registration of EPF from Regional Provident Fund Commissioner.
  - (2) Personal A/C no. of E-Payment.
  - (3) "Valid labour license issued by competent authority of Central Government"

**26. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of BSNL as per tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

**27. JURISDICTION OF WORK : within Hazaribag SSA/Jharkhand State/Beyond Jharkhand State i.e. neighboring states or as the case may be).**

The entire work may be assigned to more than one contractor as per BSNL policy on approved L1 rate.

**28. Period of contract:-**

The normal period of contract will be for one year from the date of signing of agreement. However, it may be extended for further period of one year unilaterally as per discretion of GMTD, Hazaribag on same terms, conditions and rates.

**29. Payment of Bill:-**

- (A) Payment of bill will be done after submission of bill along with a copy of work order and challan. The bill should be submitted in duplicate on monthly basis to the SDE (MM) of this office.

- (B) The SDE (MM) will submit bill within one week to planning section after due check and proper certification and counter signature of DE (Plg) under intimation to this office through central registry.
- (C) During the course of release of payment contractor should not approach to any officer/official of GMTD office Hazaribag untill called in writing. In such visit the contractor should come with original copy of calling letter and not with photo-copy
- (D) If contractor consider abnormal delay in payment of his bill, the contractor shall make correspondence with any concerned officer of GMTD office Hazaribag through Central Registry of this office.

**32. Labour welfare measures and workman compensation:-**

The contractor must obey all the contract labour regulation as mentioned in tender document and circulated by the authorities of Labour Department during the contract period.

**31 Security Deposit will be forfeited if;**

- a. In case of any document submitted by the tenderer is found false/forged at any stage.
- b. The contractor fails to rectify the defects occurred during the course of transportation.
- c. The contractor fails to execute the work within the stipulated time as prescribed in work-order.

**32 Black listing of contractors:-** The contractor shall be blacklisted for a specific period under any of the following circumstances;

- (a) The contractor does not execute the work within the time limit as prescribed in work order. Plus extension of time granted, if any by GMTD, Hazaribag.
- (b) If the contractor is no longer in possession of adequate vehicles, labours or financial resources.
- (c) If the contractor persistently violates the labour regulations and other contract laws.
- (d) If the contractor has been found adopting wrongful means to influence the departmental authorities.

## Annexure IV

### SPECIFIC TERMS AND CONDITIONS

#### GENERAL

1. The tender must be submitted in schedule first here-in enclosed and as the manner indicated hereafter. Any tender not in the prescribed form or not in the manner indicated herein will be summarily rejected.
2. Tender in the prescribed form must be enclosed in a wax sealed cover superscribed "Tender for Transportation of Telecom materials" and addressed to D.E. (A&P), O/o The G.M.T.D., Hazaribag. Tender should be dropped in the Tender Box kept in the chamber of D. E. (A&P), O/o G.M.T.D., BSNL, Hazaribag, 2<sup>ND</sup> Floor New Telephone Exchange Building, Hazaribag. Last date of accepting tender will be 15.00 hours of 14.02.007. Tender received after due time and date will not be accepted. Tender will be opened on the same date at 15.30 in the presence of the tenderers or their representatives who may be present.
3. Any tender not superscribed or addressed in the aforesaid manner or not dropped in the Tender Box by the date and time as specified above shall be rejected out rightly.
4. Rates should be quoted in figures and words in schedule. Ambiguity in rates or any insertion in the tender not specified in the schedules shall render the tender invalid.
5. The contract shall ordinarily be for a period of one year which may however, be extended upto a maximum period for further one year as decided by G.M.T.D., Hazaribag.
6. The tender should be accompanied the earnest money deposit of Rs. 25,000/- (Rs. Twenty five thousand) only in the form of Demand draft issued from any Nationalised Bank in favour of Sr. Account Officer (Cash), O/o GMTD, BSNL, Hazaribag, payable at Hazaribag. The tender not accompanied with Earnest money deposit will be summarily rejected. The earnest money will be refunded to unsuccessful Tenderers after finalisation of the tender without any interest.
7. Successful tenderer will be required to furnish 10% amount of estimated cost as security deposit only through this office ACG-67 or DD issued by any scheduled bank in favour of Sr. A.O. (Cash), BSNL, O/o G.M.T.D., Hazaribag payable at Hazaribag. On selection of successful tenderer the earnest money furnished by him shall be automatically converted into security deposit.
8. The security deposit of successful tenderer will be refunded after the final settlement of all the claims of the department without any interest.
9. The Earnest Money Deposit will be forfeited by the G.M.T.D., Hazaribag under any one of the following circumstances: -
  - a. Any case of false statement and/or submission of false document by the Tenderer is detected.
  - b. The Tenderer withdraws his tender after opening of the tender.
  - c. The successful Tenderer fails to execute the Agreement within the stipulated time.
  - d. "If all requisite documents are not submitted along with quotation/tender as per terms and condition of the tender.
10. The security deposit shall be forfeited if the contractor fails to carry out the works within the stipulate period as specified in work order.
11. No interest will be given either on the earnest money or on the security deposit.
12. The G.M.T.D., Hazaribag, on behalf of 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. Incomplete and incorrectly filled tenders are liable to be summarily rejected.
14. The whole consignment is to be transported under the entire risk and responsibility of the contractor.
15. Any damage/loose the equipment will be responsibility of transporter during loading, unloading and during transportation, suitable amount may also be deducted for damage/loss of equipment.
16. Contractor may be required to carry stores from and to any places not mentioned in at the rate applicable as per schedule- anywhere in India.
17. In case of default the department will have right to get the stores transported by other agency at the risk and cost of tenderer.
18. Contractor may also be required to carry stores from and to distance between the places (that is where from and whereto) stores are to be carried will be the distance as determined by Monitoring Guide/PWD figures/District Engineer's record, as decided by General Manager Telecom District, Hazaribag. The distance will be rounded of nearest integer in Km
19. The stores carried shall be issued by the department and therefore the rates quoted by the tenderer shall not include element of charges on account of insurance.
20. The mode of evaluation of tender will be as per Annexure IX (Financial bid)

21. The work will be awarded to two contractors. The quantum of the work distributed to two contractors will be as per BSNL rule. However, number of contractor may increased or decreased by GMTD, Hazaribag due to unavoidable circumstances.
22. Tender should be submitted along with the attested copy of the following documents of the tendered vehicle:-
- i. Vehicle no./nos.
  - ii. Owner Book of vehicle/vehicles
  - iii. Tax Token of vehicle/vehicles.
  - iv. Fitness of vehicle/vehicles.
  - v. Registration/Trade License/Road permit for conveyance of stores by transport.
  - vi. Authorisation issued by vehicle owners, if vehicle is in the name of other than tenderer.
  - vii. Any other papers related with vehicles.

23. The bidder must be the owner of at least one truck.
24. Rate once quoted and approved by the competent authority of the department shall remain firm and valid for the period of the contract or any extended period of the contract and it will not change due to hike in diesel price or hike in price of any other materials used for truck/lorry.
25. In the event, the truck is full but weight is less than the truck capacity, full tones will be eligible for payment.
26. **Issue of work order :-**

D.E. (A&P) and field DEs in SSA Hazaribag will be authorised to issue work order. G.M.T.D. may also authorise any other officer, which will be intimated separately if need arises.

The work order issuing authority will decide the requirement of vehicles keeping in mind suitability for weight & capacity by which the ordered quantity of goods to be transported from one station to other station and accordingly required vehicle capacity will be mentioned on the work order clearly for 3 MT/ 5 MT/9 Mt.

**27. Claim of rates:-**

Rates of transportation charge should be claimed for all the effective distance on the following way:-

- (A) **CASE OF 10 KM OR LESS:-** Provision of fixed rate for distances up to 10 Kms. transportations including loading & unloading at both stations based on vehicles capacity i.e. 3 metric tone/5 metric tone/9 metric tone may be done which will be applicable for all transporting stations falling under 10 Kms. range. For example - if the distance of transporting station becomes 5 Km, the fixed amount of 10 Kms. will be paid to the transporter/contractor for the respective metric tone.
- (B) **CASE FOR DISTANCE MORE THAN 10 KM:-** In case of distance more than 10 Km the calculation will be made on the formula Fix charge of 10 Km + rate /Km x (Actual distance-10). For example if the actual distance is 40 Km total charges will be

$$Z = X + (40-10) \times Y$$

Where X is fix charge of 10 Km as

$$Y = \text{Rate/Km}$$

$$Z = \text{Charges payable.}$$

28. The payment will be processed only when the work order accompanying the bill duly certified along with necessary document such as work order, delivery challan etc.
29. T.D.S. applicable will be deducted from bill.
30. Any other applicable taxes of Central or State Government will be deducted from the bill.
31. Normally, two contractors will be given the work as per BSNL policy on approved L1 rate.

**SIGNING OF AGREEMENT:**

1. The successful bidders will have to sign the Agreement within one week after receipt of the letter from the DE (A&P), O/o G.M.T.D., Hazaribag failing which EMD will be forfeited and chances will be given to next lowest tenderers.
2. The contractor will have to bear all relevant expenses in connection with signing of the Agreement including the purchase of stamp papers.

**WORK OUTPUT AND TIME FRAME:**

1. Maximum time allowed for starting execution of work order by the CONTRACTOR concerned shall be Three (3) days.
2. (i) If the CONTRACTOR refuses to accept any work order he must intimate his refusal to the Executive Officer in writing within Two (2) days.  
(ii) The work so refused by the CONTRACTOR will be get done by any other agency at the cost of the CONTRACTOR, which shall be deducted from the CONTRACTOR pending bill or from the Security Deposit.



**PROVISIONS FOR PENALTIES:**1. **On account of delay in Execution:**

If the contractor fails to execute a work within the specified period from the date of issue of a work order & without any valid reason (to the satisfaction of the DE concerned). A penalty shall be levied @ Rs. 100/- (One hundred) only for first two days of delay for the delay beyond 2 days @ Rs. 200/- per day penalty may be imposed. If the delay exceeds 5(five) days, the Divisional Engineer will be free to cancel the work order forthwith besides imposing the penalties livable and the said works will be get done by the Department on the cost of CONTRACTOR. Penalty can be in special condition can be waived off at the discretion of G.M.T.D.

3. **On account of refusal to undertake works:**

Cases of refusal to accept work order by a CONTRACTOR will be reviewed quarterly by the G.M.T.D., Hazaribag and if it is found that the incidence of refusal by a CONTRACTOR is more than 20%, action may be initiated for rescinding and the CONTRACTOR will be black-listed, Security Deposit will be forfeited.

4. **Complementation for Damage:**

- I. Any loss or damage of Departmental stores while in the custody of the CONTRACTOR, shall have to be made good by the CONTRACTOR.
- II. In case the BSNL has to incur any expenses to repair such damages or to compensate for such injuries/losses the amount plus 5% (Five percent) only processing charges, will be recovered from the dues of the CONTRACTOR or from the Security Deposit or both.
- III. Contractor will be fully responsible for any damage done to third party property of existing telecom network. He must take due care to avoid any damage to third party or the existing

**Arbitration Clause:**

1. In the event of any question dispute or different arising under this agreement or in connection there with except as to matter the decision of which specifically provided under this agreement, the same shall be referred to sole arbitration of then CGMT, Ranchi BSNL 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 CGMT, Ranchi BSNL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGMT, Ranchi BSNL or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the accordance with the arbitration and conciliation act 1996.

There will be no objection to any such appointment that the arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the courses under dispute. The award of arbitration shall be final and binding n the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever such CGMT, Ranchi BSNL 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 it was left out by the predecessor

2. The arbitrator may form 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 rules made thereunder, 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 CGMT,BSNL at Ranchi or such other places as the arbitrator may decide.

D.E. (A&P)  
O/o G.M.T.D., Hazaribag

**Annexure V**  
**DECLARATION - I**

**I/ We hereby declare that I/ We have carefully gone through the terms and conditions of the Tender Notice No. \_\_\_\_\_ in details and agree in full to abide by these terms and conditions.**

(1) Signature of the party :  
Full Name (in Block letters)

Capacity in which the  
Tender is signed.  
**(Rubber stamp is required)**

(2) Full Address :

**Telephone No. :**

**Tender No :**

**Issued to :**

**Price Bid Amount & :  
Details :**

## **Annexure VI**

### **Declaration II**

I/we hereby declare that none of my/our relatives are employed in any capacity in any of the unit of BHARAT SANCHAR NIGAM LIMITED. I/we shall also intimate the name of the person(s) who is/are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in BHARAT SANCHAR NIGAM LIMITED. I/we am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Hazaribag Telecom District, Hazaribag

NOTE:- The term “near relatives” means wife/husband/parents & grand parents/children & grand children/brothers/sisters/uncle/aunts/cousins and their corresponding in-laws.

Signature of tenderer

Name of the tenderer  
(Capacity in which signing)

Station:

Date :

**Annexure VII**

**CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITION OF  
TENDER DOCUMENT**

I/We hereby certify that I/We have gone through the Tender Document and having understood all the terms and conditions and work description, hereby express my/our acceptance of all the terms and conditions specified in "Tender Document".

Date .....

Place .....

Signature of Contractor

Telephone number

full address with seal

**Annexure VIII****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**Subject : Authorisation 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.**

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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**I**

**II**

**Alternate**

**Representative**

**Signatures of bidder**

or

**Officer authorised 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.

**BHARAT SANCHAR NIGAM LIMITED**  
*(A Govt. of India Enterprise)*  
**GENERAL MANAGER TELECOM DISTRICT**  
**HAZARIBAG – 825301**

**BID DOCUMENT**  
**(FINANCIAL BID)**

**ANNEXURE - IX**

**TENDER FOR**  
**Transportation of telecom stores of Hazaribag SSA**

**Tender No. GMTD-HZB/Tender/Transportation of Telecom Stores/06-07/09(i)**  
**Dated at Hazaribag the: 20.01.2007**

**HAZARIBAG TELECOM DISTRICT**



**BHARAT SANCHAR NIGAM LIMITED**  
Office of the General Manager, Telecom District, Hazaribag  
**Annexure IX**

**FINANCIAL BID**

Tender No. GMTD-HZB/Tender/Transportation of Telecom Stores/06-07/09(i) Dated at Hazaribag the: 20.01.2007.

**SCHEDULE OF RATE**

**(A) Fixed rate up to 10 Km distance**

Handing charge (including loading/unloading, stacking, counting, weighting etc for both the stations without crane) and transporting per trip

Sl.no.	Description	In figure	In words
A 1	Up to 3 metric tone		
A 2	Up to 5 metric tone		
A 3	Up to 9 metric tone		

**(B) Variable transporting charge per Km beyond 10 km distance**

Sl.no.	Description	In figure	In words
B 1	Up to 3 metric tone		
B 2	Up to 5 metric tone		
B 3	Up to 9 metric tone		

**(C) Total cost evaluation formula for the Truck/Lorry to decide L1 rate :-**

The evaluation for the purpose of determining the lowest bidder (for truck/lorry in case fully loaded by volume or by weight) shall be done separately for each category of load i.e. 3 MT, 5 MT & 9 MT as below:-

Sl.no.	Description	In figure/words
1	Up to 3 metric tone	A1+B1
2	Up to 5 metric tone	A2+B2
3	Up to 9 metric tone	A3+B3

Signature of Bidder .....

with stamp

Full Name & Address .....

.....

Place .....

.....

Date .....

.....

Telephone no. ....