



**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA**

**e- TENDER
FOR
TRANSPORTATION OF TELECOM MATERIALS IN
ARUNACHAL PRADESH SSA**

TENDER ENQUIRY NO: WG-349/D/19-20/1

Dated 31/10/2019

DUE DATE OF OPENING: 28/11/2019

VALIDITY OF OFFER: 180 DAYS FROM DATE OF OPENING

Cost of Bid Document: Rs. 590/- (incl. 18% GST)

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA

NOTICE INVITING e-TENDER

TENDER ENQUIRY NO: **WG-349/D/19-20/1** Dated 31/10/2019

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111 invite e-Tenders from Reputed, Registered and Experienced Firms for Transportation of Telecom Materials in Arunachal Pradesh SSA, as per details given below;

Name of Tender	Transportation of Telecom Materials in Arunachal Pradesh SSA	
Duration of Contract	One year with an option for extension for another one year.	
Tender Enquiry No. and Date	TENDER ENQUIRY NO: WG-349/D/19-20/1 Dated 31/10/2019	
Estimated Cost	Rs. 20,00,000/-	
Cost of Bid Document	Rs. 590/-	
EMD	Rs. 40,000/-	
Tender Processing fee	Rs. 944/- incl. GST @ 18% to be paid to M/s ITI Limited, Kolkata through E-Payment gateway only. (0.04% of Tender Value/Estimated Cost subject to minimum cap of Rs.500/- and maximum cap of Rs.5000/- plus applicable GST)	
Bid/Document Downloading/Uploading	Start Date: 07/11/2019	End Date: 28/11/2019
	Start Time: 1000 Hrs	End Time: 1459 Hrs
Tender Closing Date and Time	Closing Date: 28/11/2019	Closing Time: 1500 Hrs
Date and Time of Opening of Tender (Technical Bid)	Date: 28/11/2019	Time: 1530 Hrs
	Venue: Conference Hall, O/oGMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

Interested bidder may visit www.tenderwizard.com/BSNLKOL and participate in the e-tender.

Sd/-
AGM (Plg)
O/o the GMTD, BSNL, Itanagar
Arunachal Pradesh SSA

SECTION-II

INSTRUCTIONS TO BIDDERS

1. Scope of Works: Transportation of Telecom Stores like line materials, Towers, Cables, Telecom Equipments, etc., to various areas of Arunachal Pradesh SSA.

2. (A) Eligibility Criteria:

- (i) The bidder should be a reputed & registered firm or company dealing with transportation work.
- (ii) The bidder shall have experience in transportation works in any Govt. organization or Public Sector undertaking in the last two or more years i.e. 17-18 and 18-19 and before for minimum amount of Rs. 10 Lakhs.
- (iii) The firm or company should have at least 3 Nos. of Truck.

(B) Documents to be submitted as Proof of bidder's eligibility:

- (i) The bidder shall furnish the particulars of past performance with supporting documents i.e.
 - (a) Experience Certificate for transportation work in last 2 or more years i.e. 17-18 & 18-19 and before for Rs 10 Lakhs or more.
 - (b) Copies of Work Order for the last two or more years.
 - (c) Turnover Certificate for the last two or more years issued by DDO/Account Officer.
- (ii) Partnership Deed/Proprietorship Deed/articles/Memorandum of Association as the case may be.
- (iii) Registration Certificate of the Firm and GST Registration Certificates.
- (iv) PAN No. (Attested copy of PAN Card)
- (v) Valid Trading Licence or certificate of Incorporation, as the case may be.
- (vi) The detail of trucks available with the bidder. (RC book to be enclosed)
- (vii) Bid document duly signed in each page.
- (viii) In case of MSE bidders, the following documents are to be submitted:-
 - (a) Valid copy of UAM or Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.

3. Cost of bidding:

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

4. Instructions for Online Bid Submission:

4.1 Bidders to submit the bids online through the website www.tenderwizard.com/BSNLKOL

4.2 Bidder should possess valid Digital Signature Certificate (DSC).

4.3 Bidder should do the enrolment in the e-tender website www.tenderwizard.com/BSNLKOL

4.4 Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.

4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.

4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.

4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.

4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.

4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "Document Library" option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

4.17 (a) **Cost of Bid Document (non-refundable) and EMD:** Bidder should submit the cost of bid documents and EMD in offline in the form of Cash/ Demand Draft/Banker Cheque. In case of Demand Draft/Banker Cheque, the same should be prepared separately for Cost of

Bid document and EMD. The Demand Draft/Banker Cheque should be prepared in favour of “Account Officer(Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original Cash Receipt/DD/BC should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the Cash Receipt/demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

Exemption of **Cost of bid document& EMD** will only be given to registered MSE bidders subject to submission of valid NSIC/MSME Registration Certificate and UAM Registration Certificate as given in **Clause 10**.

(b) The bidder should ensure that the Demand Draft/Banker Cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

(c) **Tender Processing fee (non-refundable):** The tender processing fee(non-refundable) @0.04% of tender value has to be paid online by the bidder through the e-tender website.

4.18 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.

4.19 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.

4.20 The details of the Cash Receipt/DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.

4.21 The details of the DD/BCor UAM Registration Certificate and valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or any other body specified by MSME in case of MSE bidder (a copy to be submitted for Exemption of Bid Cost & EMD) submitted in offline mode/physically sent, should tally with the details available in the scanned copy and the data entered during the time of bid submission. Otherwise submitted bid will not be accepted and summarily rejected.

4.22 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated. **Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**

4.23 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

(i) Bid Form (Section-VI)

(ii) Certificate of non-participation by family members (Section-VIII)

4.24 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

4.25 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

4.26 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

4.27 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.28 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.

4.29 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

4.30 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

4.31 The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.

4.32 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

5. Bid Document:

5.1 Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special condition of contract, if any
- e. Schedule of requirement

- f. Bid form and price schedule.
- g. Performance Security bond Form
- h. Letter of authorization to attend Bid opening

5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every respect, will be at the bidder's risk and may result in rejection of the bid.

5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

5.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

6. Performance Security:

- 6.1 The successful bidder shall be required to deposit an amount equal to Rs. 2,00,000/- (10% of the Tendered value) within 10 days of conveying BSNL's intention for accepting the bid as Performance security.
- 6.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs. 100/- or more as desired by Bank) issued by a scheduled/ nationalized bank as per the Performa provided in SECTION-IX of the bid document.
- 6.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

7. Amendment to Bid document:

- 7.1. At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 7.2. The amendments shall be notified online only through corrigendum, if any.
- 7.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

8. Bid Price:

8.1 RATES TO BE QUOTED BY TENDERER The rates should be quoted for the Service Charge over and above the Basic rate as per the format given in the Financial Bid. The rates should be quoted both in words & figures. In case of discrepancy, lower of these rates will be considered. Cutting and Overwriting will lead to cancellation of the bid.

9. Bid Security(EMD):

9.1 Bidder should submit the EMD of Rs 40,000/- in offline. The Demand draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of "Account Officer (Cash), BSNL, Itanagar" payable at "SBI, Itanagar". The original should be

posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

9.2 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

9.3 The Bid Security may be forfeited.

a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

b. If the successful bidder fails

(i) To sign contract

(ii) To furnish performance security.

(iii) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

9.4 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

10. Exemption from paying of Cost of Bid Document and EMD for MSE registered with NSIC/any other body specified by MoMSEM:

10.1 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of Cost of bid document and EMD of the Tender.

10.2 Micro and Small Enterprises(MSEs) registered with MoMSME, District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006 , and further amendments for goods produced and services rendered shall be issued Tender Documents free of Cost and shall be exempted from paying EMD.

10.3 Any MSE registered bidders stated in 10.1 & 10.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the Registration Certificate of UAM.

10.4 **In case of MSE, registration & declaration of UAM number in Central Procurement Portal (CPPP) is mandatory w.e.f. 01.04.2018. The bidders who fail to submit UAM number shall not be able to avail benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.**

11. Format and signing of bid:

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

12. Submission of Bid:

12.1 Bidder should log into the site www.tenderwizard.com/BSNLKOL well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

12.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

12.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

12.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.

12.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

12.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

12.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.

12.8 Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

12.9 After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

12.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

13. Bid Opening:

13.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.

13.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (format is given in Section VII).

13.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

14. Clarification of Bids:

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

15. Bid Evaluation:

15.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.

15.2 The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

15.3 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

15.4 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.

15.5 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of "Grand Total" as mentioned the Price Schedule.

16. Award of Contract:

16.1 BSNL shall consider placement of advance work order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance work order, give his acceptance along with performance security in conformity with Section IX with the bid document.

16.2 The issue of an Advance work Order shall constitute the intention of the work to enter into the contract with the bidder.

16.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category. BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall give his acceptance along with performance security in conformity of the bid documents within ten (10) days of issue of letter of intent and execute one agreement in the prescribed as per in Section-IX.

17. Right to vary quantities:

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

18. BSNL's 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 for the Purchaser's action.

19. Signing of Contract:

19.1 Signing of Agreement shall constitute the award of contract on the bidder.

19.2 Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

20. Annulment of Award:

Failure of the successful bidder to comply with the requirement of clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

21. Period of validity of bids:

(i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. **PERFORMANCE SECURITY:**

2.1 The EMD of successful bidder will be converted into security deposit and remaining 8% of the estimated cost may be deposited in the form of demand draft in favour of A.O. (Cash), O/O the GMTD, BSNL, Itanagar-791111 or in the form of bank guarantee from any nationalized bank valid up to one year from the date of agreement. Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.2 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT:**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. **SIGNING OF CONTRACT:**

4.1 Signing of Agreement as per format in SECTION-IX shall constitute the award of contract on the bidder.

4.2 Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security pursuant to clause 6.

5. **PERFORMANCE SECURITY:**

5.1 The successful bidder shall be required to deposit an amount equal to Rs. 2,00,000/- (10% of the tendered value) within 10 days of conveying BSNL's intention for accepting the bid as Performance security.

5.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs. 100/- or more as desired by Bank) issued by a scheduled/ nationalized bank as per the Performa provided in SECTION-IX of the bid document.

5.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

5.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

6. **PERIOD/RENEWAL OF CONTRACT:**

The contract shall be for a period of one year from the date of commencement. However, it can be renewed for further period of one year, on the same term and conditions.

7. **PAYMENT TERMS:**

7.1 Paying Authority - A.O. (Cash), O/O the GMTD, BSNL, Itanagar-791111

7.2 Terms & condition of Payment -

Payment shall be made within thirty working days from the date of submission of the bill in triplicate (one copy pre-receipted) with following documents:-

- (a) Transportation order
- (b) Proof of receipt of article by the consignee
- (c) Copy of GST Tax payment challan/GSTR1 copy.
- (d) Copy of exemption of TDS, if any

8. **TERMINATION OF CONTRACT:**

8.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period specified in the contract or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation (s) under the contract.

8.2 BSNL may without prejudice to other rights under law or the contract provided at the risk and cost of contractor in above circumstances.

9. **TERMINATION OF INSOLVENCY:**

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, Bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

10. **LIQUIDATED DAMAGES CLAUSE:**

LD is 0.5% of the transportation charge for the delayed in transportation for each week of delay or part thereof for a period upto 2 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another 2 weeks of delay. The delayed supply should however be with the permission of the competent authority (grant of extension of time for transportation).

11. **FORCE MAJEURE:**

If any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war or hostility, act of the Public enemy, Civil commotion, sabotage, fires, floods, explosion, epidemic, quarantine restriction, strikes, lockout or act of GOD (hereinafter referred to as events) provided notice of happening of any such eventualities given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the GMTD/BSNL/ARPSSA/Itanagar. In case of 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 function of the GMTD/BSNL/ARPSSA/Itanagar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if arbitrator or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CGMT/NE-II Circle/Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996.

12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made their under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be office of the GMTD/ARPSSA/BSNL/ Itanagar or such other place as the arbitrator may decide.

13 SET OFF:

Any some of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

14 COURT JURISDICTION:

Any legal case arising out of this tender shall be within the jurisdiction of Itanagar Court only.

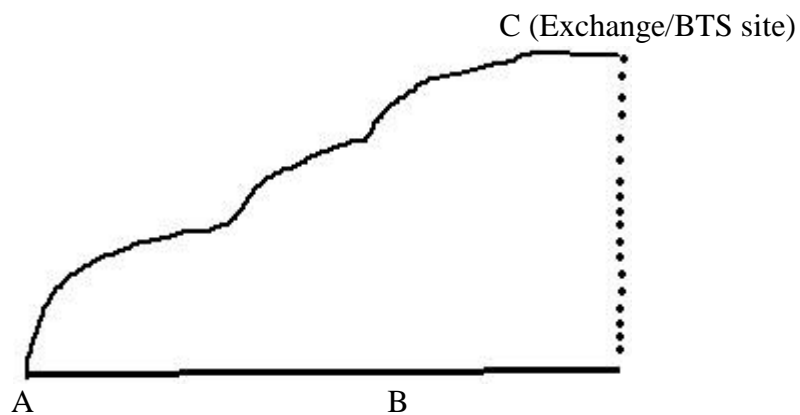
SECTION IV

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, 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.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulation in his sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees i.e. Non-executive employees working in BSNL, Arunachal Pradesh SSA and Executive employees (also called Group 'A' and Group 'B' Officers working in BSNL, Arunachal SSA. Either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
8. The tender(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed The BSNL will not pay any damage to the company of firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit
9. The contractor shall assign the job of transportation only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of essential store items while transportation. The BSNL shall recover the cost of the store items from the contractor if damages to store items occurs during the transportation. BSNL shall have no direct or indirect liabilities arising out of such negligent, rash and impetuous driving which is an offence under section 29

of IPC and any loss caused to BSNL have to be suitably compensated by contractor.

10. BSNL reserves the right to counter offer price against price quoted by the bidder.
11. Any legal case arising out of this tender shall be within the jurisdiction of Itanagar court only
12. BSNL may award the work to more than one bidder at L1 rate.
13. The approximate distances of various BSNL exchanges in Arunachal Pradesh are given in Section-X. Any distance not available in the list will be decided as per actual. If there is any deviation of distance from the one given in Section-X during actual transportation of store due to changes in actual place of unloading, the same need to be certified by concerned SDOT.
14. The actual distance of headload should be certified by concerned SDOT. Head load distance will be calculated as given below:-



AB = Horizontal Distance

BC = Vertical Distance

Total Amount = AB x (Rate quoted for Horizontal) + BC x (Rate quoted for Vertical)

SECTION-V

GUIDELINES FOR THE BIDDERS

1. Single rate of Transportation will be allowed over the total distance e.g. if the total distance is 150 Km, then the single rate for distance slab of “over 100 Km” only will be applicable. It will not be broken down into various distance slabs i.e. 0-50, 50-100 etc.
2. Ferry Charges will be extra against the production of the original ferry receipt. However, the amount will be limited to maximum of Rs. 2000/- per trip.
3. The transportation order will be given always for full truck (small or medium or big) depending on the weight and volume of the stores to be transported.
4. The rates quoted are exclusive of GST applicable.

SECTION VI

BID FORM

Tender No. WG-349/D/19-20/1

Date 31/10/2019

To,

The AGM (Plg),
O/o the GMTD, BSNL, Itanagar.

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged. We undersigned, offer to provide service in conformity with the 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 to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps, etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed 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 an replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated, this Day of2019

Signature

Name:

Address:

Duly authorized to sign the bid for and on behalf of

Witness

Address:

SECTION VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach this office or before date of bid opening)

To,

The

Bharat Sanchar Nigam Limited,

Itanagar, Arunachal Pradesh SSA

Sub: Authorization for tending 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 Signature
---------------------	------	--------------------

I.

II.

Alternate representative

Signature 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 received. The tender must be accompanied with earnest money as mentioned above in the shape of the Bank draft from SBI or any nationalized Bank in favour of Sr. Accounts Officer (Cash), BSNL, O/o the GMTD, Itanagar payable at Itanagar. Tender submitted without earnest money will be rejected.

IT IS A SPECIMEN COPY.

**BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS
PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING
PROGRAMME.**

SECTION VIII

(Certificate on Non-Participation of near relatives in the e-Tender)

To,

The AGM (Plg),
O/o the GMTD, BSNL
Itanagar-791111

Sir,

Sub: No-Near Relative Certificate

Ref: Tender Enquiry No. _____ Dated

“I..... S/o

.....
R/o.....her
eby certify that none of my near relative(s) of all Directors/Partners of M/s
_____ as defined in the tender document is/are
employed in BSNL unit as per details given in tender document. In case at any stage, it is
found that the information given by me is false/incorrect, BSNL shall have the absolute right
to take any action as deemed fit/without any prior intimation to me.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & Wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife (daughter-in-law) daughter's husband (son-in-law), brother(s) wife, sister(s) & sister's husband (brother-in-law)

Yours truly,

(Signature with seal)

Note: In case of proprietorship firm, certificate will be given by the proprietor. For Partnership Firm, certificate will be given by the all partners and in case of Limited company, by all the Directors of the company.

SECTION - IX

AGREEMENT FOR TRANSPORTATION OF TELECOM MATERIALS

(On Non-judicial stamped paper of Rs. 100)

No:

Dated at

An agreement made this Day of, 2019 between M/s hereinafter referred to as Contractor (which expression shall include his/her legal successors and assignees)

AND

Bharat Sanchar Nigam Limited (hereinafter called BSNL whose term includes its successors and assignees) represented by AGM(Plg) O/o the GMTD, Itanagar whereas the contractor has offered to contract with said Bharat Sanchar Nigam Limited at the approved rate at GMTD, Itanagar as shown in Annexure – A and on the terms & conditions herein attached has been duly accepted.

The Contractor has deposited the Rs. (Rupees) only to AO (Cash) O/o the GMTD, Itanagar vide as Earnest Money which has been converted into security deposit for Rs..... Balance of the SD , that is, remaining 8 % of the estimated cost has been deposited in the form of demand draft no. or bank guarantee no. from (name of nationalized bank) valid up to one year from the date of agreement. Performance security will be discharged after completion of contractor's performance obligations under the contract.

Now, therefore, this present witness and it is hereby declared by and between parties as follows:-

- (1) The contractor during the period of contract or until this contract shall be determined by such notice as is hereinafter mentioned safely carry out the contract according to the terms & conditions of the contract.
- (2) Duration of contract: -one year from the date of award of contract with an option of extension for a further period of one year on the same rate Terms and Conditions
- (3) All the terms and condition in the bid documents issued Tender Enquiry No. WG-349/D/19-20/1 Dated 31/10/2019 shall be part and parcel of this agreement.

Signed

Signed

For and on behalf of the BSNL

For and on behalf of the Transporter

Name and Add.....

Name and Address.....

Date

Date

In the presence of witnesses

In the presence of witnesses

1.

1.

2.

2.

SECTION -X

DISTANCE OF VARIOUS EXCHANGES IN ARUNACHAL PRADESH.

Sl. No.	From	To	Distance (in Km)
1	Banderdewa	Namsai	620
2	Banderdewa	Deomali	650
3	Banderdewa	Khonsa	680
4	Banderdewa	Hawai	852
5	Banderdewa	Yingkiong	448
6	Banderdewa	Seppa	380
7	Banderdewa	Anini	875
8	Banderdewa	Tawang	530
9	Banderdewa	Bhalukpong	223
10	Banderdewa	Pasighat	260
11	Banderdewa	Bomdila	323
12	Kohima	Itanagar	580
13	Banderdewa	Jairampur	653
14	Banderdewa	Miao	720
15	Bhalukpong	Tenga	78
16	Banderdewa	Roing	700
17	Banderdewa	Changlang	670
18	Banderdewa	Boleng	375
19	Dimapur	Itanagar	462
20	Banderdewa	Balijan	105
21	Banderdewa	Mahadevpur	600
22	Banderdewa	Longding	750
23	Tezu	Khonsa	302
24	Banderdewa	Pangin	362
25	Banderdewa	Daporijo	310
26	Banderdewa	Along	330
27	Along	Basar	52
28	Along	Daporijo	178
29	Along	Kamba	23
30	Along	Likhabali	147
31	Along	Pasighat	105
32	Along	Rumgong	67
33	Along	Yomcha	65
34	Along	Yingkiong	118
35	Geku	Yingkiong	40
36	Bomdila	Bhalukpong	100
37	Bomdila	Dirang	42

Sl. No.	From	To	Distance (in Km)
38	Bomdila	Guwahati	343
39	Bomdila	Kalaktang	95
40	Bomdila	Nafra	55
41	Bomdila	Rupa	18
42	Bomdila	Tezpur	164
43	Bomdila	Tawang	185
44	Bomdila	Thrizino	123
45	Daporijo	Ziro	160
46	Gensi	Likhabali	71
47	Anini	Roing	23
48	Khonsa	Panchao	88
49	Khonsa	Longding	53
50	Khonsa	Kanubari	124
51	Khonsa	Deomali	42
52	Likhabali	Daporijo	320
53	Miao	Manmao	60
54	Miao	Changlang	108
55	Namsai	Tezu	60
56	Pasighat	Mebo	179
57	Pasighat	Yingkiong	180
58	Pasighat	Boleng	100
59	Pasighat	Ruksin	35
60	Pasighat	Nari	75
61	Pasighat	Jengging	195
62	Roing	Hunli	90
63	Roing	Tezu	88
64	Roing	Anini	236
65	Seppa	Changtajo	98
66	Tawang	Jang	39
67	Tawang	Lumla	45
68	Tawang	Zimithang	90
69	Tawang	Mukto	60
70	Tezu	Hayuliang	110
71	Tezu	Walong	220
72	Tezu	Namsai	60
73	Ziro	Palin	90
74	Ziro	Koloriang	205

N.B. The above distances are taken from past records. The distances will be revised after taking into account the distance to be covered via Bogibeel Bridge and Sadiya Bridge.

SECTION –XI

FINANCIAL BID

(To be submitted duly filled up by the bidder in Financial Bid Excel)

Tender Enquiry No: WG-349/D/19-20/1

Date 31/10/2019

Name of the Bidder :

Address of the Bidder:

Signature of the bidder with seal

NOTE:

- (a) The financial bid evaluation will be done separately for each type of truck. So, the bidder may quote for all type of truck or only one type of truck.
- (b) The rate should be quoted taking into all service charge, taxes, duties, etc. into account.
- (c) The RATE (in Rs.) should be QUOTED FOR PER TRUCK ONLY.
- (d) The lowest bidder will be decided separately for each type of vehicle on the basis of total amount arrived by formula = (i) x 50 + (ii) x 300 + (iii) + (iv) + (v) + (vi)

I. Type of Truck: Small Truck (Mahindra Pickup/Tata Mobile etc.) (1.5MT):

Descriptions	Rate of Transportation per Km per truck exclusive of all taxes, GST, duties, etc.	
	In Figure	In Words
(i) Distance (0-100KM)		
(ii) Distance (Above 100KM)		
(iii) Loading charges per Truck		
(iv) Unloading charges per Truck		
(v) Loading charge by crane per truck		
(vi) Unloading charge by crane per truck		

Total = (i) x 50 + (ii) x 300 + (iii) + (iv) + (v) + (vi)

II. Type of Truck: Medium Truck (Tata 407 etc.) (3MT):

Descriptions	Rate of Transportation per Km per truck exclusive of all taxes, GST, duties, etc.	
	In Figure	In Words
(i) Distance (0-100KM)		
(ii) Distance (Above 100KM)		
(iii) Loading charges per Truck		
(iv) Unloading charges per Truck		
(v) Loading charge by crane per truck		
(vi) Unloading charge by crane per truck		

Total = (i) x 50 + (ii) x 300 + (iii) + (iv) + (v) + (vi)

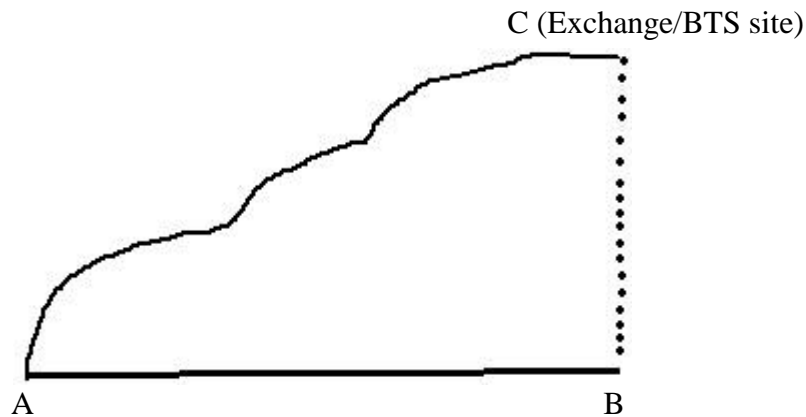
III. Type of Truck: Big Truck (6 Wheels) (7MT):

Descriptions	Rate of Transportation per Km per truck exclusive of all taxes, GST, duties, etc.	
	In Figure	In Words
(i) Distance (0-100KM)		
(ii) Distance (Above 100KM)		
(iii) Loading charges per Truck		
(iv) Unloading charges per Truck		
(v) Loading charge by crane per truck		
(vi) Unloading charge by crane per truck		

Total = (i) x 50 + (ii) x 300 + (iii) + (iv) + (v) + (vi)

IV. Head load Charges:

Descriptions	Rate of Head load per 1 MT per Metre exclusive of all taxes, GST, duties, etc.	
	In Figure	In Words
(i) Head load charges for Horizontal distance		
(ii) Head load charges for Vertical distance		



AB = Horizontal Distance
BC = Vertical Distance

Total Amount (Head Load) = AB x (Rate as quoted under (i)) + BC x (Rate as quoted under (ii))

1. In case transportation of store items is done by head loading, a certificate citing the horizontal and vertical distance covered must be obtained from the concerned SDOT /authorized BSNL staff.

2. The weight of the store items will be decided by the SDE (Store)/SDOT concerned as per actual weight/information given by the Supplier of the store items/available data for similar item(s) whichever is feasible.

V. Loading and Unloading by Crane:

1. The transporter may carry out the loading and unloading works using Crane if necessary. The necessity of the usage will be decided by the SDE (Store) of the concerned Store location or SDOT concerned or any other official authorized by BSNL and decision is final on that matter. Crane Usage Certificate is to be obtained from the same.

2. Crane charges will be paid as per the approved rate or actual amount paid by the transporter, whichever is lesser. Payment will be made only on the production of Crane Usage Certificate and document showing proof of payment by the transporter duly attested by authorized BSNL staff.

SECTION XII

CHECK LIST

- 1) The bid document should be downloaded and then uploaded using DSC. The uploading of bid document using DSC is deemed to be confirmation that bidder have read all pages and agreed to all terms and conditions of bid document.**
- 2) The following Form of bid document should be filled up, signed with seal,scanned and uploaded in the e-tender website by bidder:
 - (a) Bid Form (Section-VI).**
 - (b) Certificate of non-participation by family members (Section-VIII).****
- 3) The financial bid in MS Excel format should be duly filled up and uploaded using DSC.**
- 4) Cost of Bid Document. Scan copy of Cash Receipt/DD/Banker'sCheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.**
- 5) EMD. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.**
- 6) Experience Certificate (the Transportation Order, Turnover Certificate and Work Order copy for two or more years).**
- 7) PAN No. (Attested copy of PAN Card)**
- 8) Registration Certificate of the Firm and GST Registration Certificate. (Valid Trading Licence or Certificate of Incorporation and the Memorandum of Association should be submitted).**
- 9) Partnership Deed or articles/Memorandum of Association as the case may be.**
- 10) The detail of trucks available with the bidder. (RC book to be enclosed)**
- 11) In case of MSE bidders, the following documents are to be submitted:-
 - (a) Valid copy of UAM or Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME****

NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.