



# **BID DOCUMENT**

**(निविदा दस्तावेज़)**

***E-Tender FOR***

***HOUSE KEEPING AND CATERING SERVICES  
OF IQ AT BHUBANESWAR AND PURI  
FOR THE PERIOD 2019-20 & 2020-21***



**भारत संचार निगम लिमिटेड**

**BHARAT SANCHAR NIGAM LIMITED**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**TENDER NO. BDG/02-161/MTCE/2019-20 dated 27/03/2019**

**TENDER OPENING DATE: 18/04/2019 AT 15.30 HRS.**

TELE: 91-674- 2391777

FAX: 91-674- 2394412

Email: agmtrans.odisha@gmail.com

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**BUILDING SECTION, Office of THE CGMT, Odisha Telecom Circle, 3rd floor,  
BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II, Bhubaneswar-751009**

Read, Understood, Agreed and Complied with

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Signature of the bidder with seal



## **BID DOCUMENT**

### **OPEN E-TENDER FOR**

**(HOUSE KEEPING AND CATERING SERVICES OF IQ AT BHUBANESWAR AND  
PURI FOR THE PERIOD 2019-20 & 2020-21)**

### **E-Tender : as detailed below**

<b>Name of Telecom District</b>	<b>Name of Cluster</b>	<b>Zone No.</b>
<b>Bhubaneswar</b>	<b>Bhubaneswar</b>	<b>Z1</b>
	<b>Puri</b>	<b>Z2</b>

**BID VALIDITY OF OFFER – 150 DAYS  
(From the date of opening)**

**TENDER NO. BDG/02-161/MTCE/2019-20 dated 27/03/2019**

**TENDER OPENING DATE: 18/04/2019 AT 15.30 HRS.**



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## BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**BUILDING SECTION, Office of THE CGMT, Odisha Telecom Circle, 3rd floor,  
BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II, Bhubaneswar-9  
TENDER NO. BDG/02-161/MTCE/2019-20**

**Subject: Open E-Tender for " House keeping and catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21."**

**Please find enclosed the tender document in respect of above mentioned tender which contains the following.**

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**kindly submit your bid offer online for electronic tendering at the portal detailed in E-tendering Instructions to Bidders on or before date & time specified in Section-1 Part A (DNIT).**



## SECTION – 1 Part A

## Detailed NOTICE INVITING E-TENDER (DNIT)



## BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

BUILDING SECTION, Office of THE CGMT, Odisha Telecom Circle, 3rd floor,  
BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II, Bhubaneswar-9

## DETAILED NOTICE INVITING e-TENDER (DNIT)

**Subject: E-Tender for House keeping and catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21(TWO Years)**

1. On behalf of Chief General Manager , Bharat Sanchar Nigam Limited, Odisha Circle digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Electronic Envelopes (Techno-commercial bid and Financial bid) along with submission of Off line documents as explained below from the eligible bidders registered in India fulfilling the eligibility conditions, as per tender document.

TABLE-1

SSA	Tender Enquiry No	Name of Cluster	Zone No	Tender Document can be downloaded from the Date :-	Queries can be raised up to:-	Reply to Queries raised by:-	Estimated cost with GST	EMD @2% OF ESTIMATED COST (Rs.):- Can be paid through online Banking /RTGS/NEFT as per section-I/Para-2(b)	Tender Document Fee (in Rs.): Non-refundable & Can be paid through online Banking /RTGS/NEFT as per section-I/Para-2(b)	e-tendering processing fees to M/s I.T.I Ltd	Last Date of submission of Tender	Date & Time of Opening of Tender (Technical Bid only)
Bhubaneswar	BDG/02-161/ Zone-1/ BBSR/2019-20	Bhubaneswar	Z1	28.03.2019	01.04.2019 up to 17.00 Hrs	08.04.2019	13,16,618.00	26332.00	590.00	0.05% of estimated value+GST	18.04.2019 up to 13.00 Hrs	18.04.2019 at 15.30Hrs
	BDG/02-161/ Zone-2/ PURI/2019-20	Puri	Z2				12,69,031.00	25381.00	590.00			

**Note-1:** The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to + 25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

**Note -2 :** One bidder from each Zone will be selected based on zone wise lowest quote as per price schedule at section 9 part B. A separate bid form along with tender form fee & Bid security (EMD) for each Zone should be filled if the bidder wishes to participate in more than one Zone. The evaluation of the tender as well as allotment of the work will be done zone wise.

**2. Validity of contract:**

The contract period will be initially for Two years, which may be extended by steps of 6months for another one year with mutual consent of both the parties based on performance and the existing tender terms & conditions.

**3. Accessibility of Tender Document:**

Tender document (free viewing copy) can be obtained by downloading it from the website [www.Odisha.bsnl.co.in](http://www.Odisha.bsnl.co.in) or <http://tender.bsnl.co.in>. The official copy of tender document for participating in e-tender will be available for downloading from website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

3.1 The bidders downloading the tender document are required to submit the tender fee ( Along with applicable GST) amount through DD/ Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened/rejected.

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3.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

**4. Availability of Tender Document:**

The tender document shall be available for downloading from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) on the dates as mentioned in the table above.

4.1 As the tender is invited through online e-tendering process, so physical copy of the tender document would not be available for sale.

4.2 The **Tender Document Fee:- PI. Refer Table No.1 Page- 4.**

The DD/Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in India in favour of AO (A&P),BSNL,O/o CGMT, Odisha Circle, Bhubneswar-751009 and payable at Bhubaneswar .

4.3 The tender documents shall be free of cost for MSE bidders subject to production of requisite proof in respect of valid certification from MSME for the tendered item at the time of submission of bid.

**Note-3** :The tender document shall not be available for download from e-tender portal-on its submission /closing date

**5.**

5.a) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INIDA, MAIN BRANCH, ASHOK NAGAR , RAJMAHAL SQUARE, BHUBANEWAR
Accounts Name	A.O(A&P), BSNL, O/o CGMT, Bhubaneswar
Account Number	380801010035282
I FSC Code	UBIN0538086
Address of the Bank	MAIN BRANCH, ASHOK NAGAR , RAJMAHAL SQUARE, Bhubaneswar:- 751009, Odisha
ContactNo	Tel.No. 0674-2391777

**Note-4:** The scanned copies of the E Payment receipt towards EMD/BID security, Cost of bid document has to be uploaded in the e-Tender Portal(ETS Portal) of M/s ITI. Ltd. Also copy of these receipts are to be submitted physically in the envelope before the tender opening committee.

- b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- c) The tender document shall not be available for download from e-tender portal-on its submission / closing date.

**6. Eligibility Conditions:** the bidders must be

- (I) Indian Individuals/ Companies/ Firms registered to provide the tendered services item in India.
- (II) Must have valid **food & trade license** at least for two years beyond the date of opening of the tender for providing catering service.
- (III) The bidders must submit the **experience** certificate amounting not less than Rupees Three Lakhs per year for providing housekeeping and catering services in state Govt/ central Govt. / PSU at least for last three years ending with 31.03.2018.(Experience certificate to be submitted should be issued not below the rank of DGM or equivalent). Copy of work order issued to the vendor shall not be treated as experience certificate.
- (IV) The bidders must also have Valid **Providend Fund , ESI, GST** registration and valid **labour license** issued by Regional Labour Commissioner, Govt. of India.



## 7. Bid Security/EMD:

7.1 The bidder shall furnish the bid EMD in one of the following ways:-

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO(A & P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar" and payable at "Bhubaneswar".
- (b) Through online Banking/RTGS/NEFT as per the Section-I, Para 2(b) above
- (C) Bank Guarantee only from a Nationalized/Scheduled Bank drawn in favour of "CGM, BSNL, Odisha Telecom Circle, Bhubaneswar" which should be valid for 180 days from the tender opening date.

7.2 (a) In case of MSE(Micro&small Enterprises) units, the bidder should declare UAM(Udyog Aadhar Memorandum) in CPP portal. The bidder who fails to submit the UAM no. shall not be able to avail the benefits of "Exemption from tender fee&EMD" available to MSEs as contained in the "**public procurement policy for MSEs orders 2012**" issued by MSME.

The under taking regarding submission of UAM no. In CPP portal is to be uploaded online.

- (b) For bidders having NSIC certificate under single point registration scheme may be given exemption from payment of EMD to the extent of their approved monetary limit or total BID value whichever is lower.

8. **Date & Time of Submission of Tender bids:** As mentioned at clause 1 of this section

**Note-5 :** *In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders through the e-tendering portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) .*

9. **Opening of Tender Bids:** As per DNIT table.

**Note-6 :** *At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be considered who have submitted documents as required for offline submissions.*

10. **Place of opening of Tender bids:**

10.1. Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at the Committee Hall, 3<sup>rd</sup> floor, Office of The CGMT, Odisha Telecom Circle, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II , Bhubaneswar-751009 where BSNL's Tender Opening Officers would be conducting through online e-Tender.

11. Tender bids received after due time & date will not be accepted.

12. **Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.**

13. CGMT, BSNL, Bhubaneswar" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

14. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.



**14.1** In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

**Note-7:**All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note-8** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization with their seal.

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**Checklist for Bidder** (Scanned copy of documents to be uploaded in the ETS Portal)

S.No.	Contents of (Techno-Commercial Bid )
1	Demand Draft towards Tender document Fee as per DNIT (upload Scanned electronic copy on e-tendering Portal and Physically send to Tender Inviting Officer) Or the scanned copy of the E Payment receipt towards Cost of bid document as per note-8.
2	Bank Guarantee/DD for EMD as per DNIT (upload Scanned electronic copy on e-tendering Portal and Physically send to Tender Inviting Officer). Or the scanned copy of the E Payment receipt towards EMD/BID security as per note-8.
3a.	Copy of valid <b>food &amp; trade license</b> as per the clause 6 of DNIT.
3b.	Copy of valid Employee <b>Providend Fund</b> , <b>ESI</b> registration and valid <b>labour license</b> issued by Regional Labour Commissioner, Govt. of India as per clause-6(v).
3c.	Copy of <b>experience</b> of providing housekeeping and catering services in state Govt/ central Govt. / State PSU/Central PSU as per clause-6 of DNIT.
4	Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted as per clause 10.1 of section-4, Part A.
5	Copy of Valid PAN card as per clause 10.1 of section-4, Part A.
6	Copy of Valid GST Registration Certificate or exemption certificate
7	Original Bid Form as per Section-9 Part-A.
8	Original Bid Document.( Signed in each page) with seal.
9	Power of Attorney as per clause 10.1 of Section-4 Part-A. (upload Scanned electronic copy on e-tendering Portal and Physically send to Tender Inviting Officer).
10	Board resolution for the power delegation for executing the power of attorney as per clause 14.3(b).
11	List of all Board of Directors of the company as per clause 10.1 of Section-4 Part-A.
12	Near relative certificates(s) as per format-6(B) of Section-6 laid down in clause10.1 of section-4, Part A.
13	Under taking as per format-6(A) of Section-6 laid down in clause10.1 of section-4, Part A..
14	Clause-by-Clause compliance statement pursuant to clause 11.2 (c) Section-4 Part-A in the format of annexure-7(D) of Bid Document.
15	No deviation statement in the format of annexure-7(E) of Bid Document.
16	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A.
17	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per
18	Documentary evidence for financial capability as per clause 10.2 Section-4 Part-A for 2016-17 & 2017-18.
19	Bidders profile as per Section-8

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20	Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable as per clause 10.1(i) section-4, Part A.
21	Valid registration of the Farm if applicable as per clause 6(i) of DNIT.
	<b>Contents of 2<sup>nd</sup> Envelope (Financial Bid/ BoQ)</b>
22	Original Price Schedule (BOQ) as per Section-9 Part-B.( upload in ETS portal)

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause <No> Section<No> is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

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**SECTION – 1 (Part B)**

**NEWS PAPER N.I.T. (NNIT)**



**NOTICE INVITING e-TENDER**

(ई-निविदा आमंत्रण सूचना)

Tender No. BDG/02-161/MTCE/2019-20 dated 27/03/2019

Sealed Open E-tenders are invited by “CGMT, BSNL, Odisha Circle” from the prospective bidders for providing :

Name of Item	ZONE	CLUSTER	Quantity	Estimated Cost In Rs
Housekeeping and catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21.	Z1	Bhubaneswar	As per Bid document	<b>13,16,618.00</b>
	Z2	Puri	As per Bid document	<b>12,69,031.00</b>

Last date of receipt of tender is 18/04/2019 up to 13.00 Hrs.

For further detailed information, kindly follow [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

**Dy. G M (CFA)**

**Tel.:** 0674-2391777

**FAX:** 91-674- 2394412



## SECTION- 2 Tender Information

**Note 1: Deleted.**

**1. Type of tender- : Open E-TENDER**

- a) No. of Bid Submission Stages for tender: single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos.(Techno-commercial & Financial) (Opening stages) (Please See Note-3).

**Note 2:- Deleted.**

**Note 3:-** The bidder shall submit Techno-commercial & Financial bid simultaneously.

**Note 4:-** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened electronically.

**2. Bid Validity Period / : 150 days from the tender opening date.**

**Validity of bid Offer**

In case of tenders invited under single stage- two envelopes system, the first envelope will be named as **Techno-commercial envelope** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per check list and 2<sup>nd</sup> envelope will be named as **Financial envelope** containing financial quote. These documents are to be uploaded in ETS portal under the digital signature of the individual/ Firm as laid down in clause-7 of section 4, Part C:-

- a) **Techno-commercial envelope** shall contain Cheque, BG as per clause 5.1 of DNIT.

**Note 5:- As it is e-tendering, the following documents are required to be uploaded in ETS portal as well as to be submitted offline to AGM(TP) BSNL, Office of The CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II , Bhubaneswar-751009 on or before the date & time of submission of bids in a sealed envelope.**

- i) **EMD – Bid security (original copy)** of DD/Bankers cheque/BG or copy of the E Payment receipt towards EMD/BID security
- ii) **DD/ Banker's cheque of Tender fee (Bid Document cost)** or copy of the E Payment receipt towards **Bid Document cost(non-refundable)**
- iii) **Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.**

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)".

**3 Release of EMD:-**

**3.1** EMD of the unsuccessful bidders shall be released on placement of PO on the successful bidder. This will be done within one week of release of PO.

**3.2** In case of successful bidders, the EMBG shall be released on receipt of their acceptance of APO and furnishing the performance security. The EMBG submitted by the bidders shall be immediately verified from the issuing Bank before acceptance.

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- 3.3 Where BSNL requests the bidder to extend the validity of the BID beyond the stipulated period given in the BID document, and the bidder refuses to extend the validity of its BID, the EMD of such bidders shall be released. In such cases, the bidder shall not be considered for further evaluation or ordering.
- 3.4 EMD of a bidder shall be forfeited, if the bidder withdraws or amends its BID or impairs or derogates from the BID in any respect during the period of BID validity specified by the bidder on the BID form or extend subsequently.
- 3.5 When BSNL places an APO on the successful bidder on its quoted price and the bidder refuses to accept it within the scheduled period as stated in APO, EMD shall be forfeited.
- 3.6 The decision of BSNL in this regard will be final and binding.

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- 4. **Payment terms** : As per clause 11 of section-5 Part-A
- 5. **Delivery Schedule**: Not applicable
- 6. **Consignee**: Not applicable.

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## SECTION- 3 Part A

### SCOPE OF WORK

- A. General :** Housekeeping and Catering services of for the period 2019-20 & 2020-21(For TWO Years) at following Inspection Quarters/Holiday Homes.

#### Zone-1 : Bhubaneswar

SI No.	Location	No of Suits
1	Doorsanchar Bhawan Unit –IX , Bhubaneswar	09
2	TE& IQ compound at Saheed Nagar , Bhubaneswar	04
3	Transit Block, Vanivihar, Bhubaneswar	02

#### Zone-2 : Puri

SI No.	Location	No of Suits
1	CSC Cum Adminstrative Building, Gandhi Ghat , Puri	12
2	Telephone Exch Compound, Station Road, Puri	08

#### **B. Services: Scope of service in brief is as follows**

- Upkeep and maintenance of Inspection Quarters i e daily sweeping, cleaning, mopping of entire Floor area including toilets, kitchen, lounge, Dining, corridors, stair case and balconies etc .
- Dusting of all fittings and fixtures, furniture etc of IQ
- Washing of table cloths, bed linens, dusters, napkins, towels, curtains and blankets etc
- Maintenance of potted plants in the IQ
- Disposal of garbage and waste materials
- Pests control treatment
- Supply of good quality toiletries such as soaps, Hand wash, shampoos, sprays, deodorants, detergents, Odonils etc and cleaning materials such as phenyl, clenzo, dusters, broom etc.
- Providing mosquito repelant in all suits.
- Supplying 2nos English and 2 nos Odiya News paper in each IQ at SI No 1 of each Zone.
- Running of kitchen including attendant services for the occupants of IQs at SI No 1,2 of Zone-1 & SI No 1 of Zone-2
- Providing batteries in wall clock and remote controllers.
- Recharging of D2H service every month at minimum for all suits.
- Supply of approved uniforms to all staff @ two pairs per year.

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**SECTION- 3 Part B**  
**SPECIFICATIONS/Requirements**

**A. General :** Housekeeping and Catering services of for the period 2019-20 & 2020-21(For TWO Years) at following Inspection Quarters.

**Zone-1 : Bhubaneswar**

SI No.	Location	No of Suits	Area in Sq Ft.
1	Doorsanchar Bhawan Unit –IX , Bhubaneswar	09	3980
2	TE& IQ compound at Saheed Nagar , Bhubaneswar	04	250
3	Transit Block, Vanivihar, Bhubaneswar	02	800

**Zone-2 : Puri**

SI No.	Location	No of Suits	Area in Sq Ft.
1	CSC Cum Adminstrative Building, Gandhi Ghat , Puri	12	5270
2	Telephone Exch Compound, Station Road, Puri	08	2700

N.B. Catering services are required only at SI. No. 1,2 of Zone-1 & SI. No. 1 of Zone-2 above

**B. specifications/ Requirements: HOUSEKEEPING :**

- (I) Receiving guest round the clock against the reservation memo issued by the department. Entries and signatures in the register including verification of Identity card are to be obtained as per departmental rules.
- (II) Daily sweeping, mopping of entire floor area including corridor, staircase, balconies, kitchens, dining and drawing lounge etc, and dusting of doors, windows, furniture & all the equipment daily.
- (III) cleaning toilet and toilet fixtures, replacing soap, changing linen in the suits.
- (IV) Making room ready in all respects immediately after departure of a guest.
- (V) Providing odonil in the toilets and Cup Boards, Room fresheners, mosquito repellents as per requirements.
- (VI) Keeping available dust bin in each room including disposal of garbage from same.
- (VII) Taking all the linens to laundry and getting it back after cleaning as and when required,
- (VIII) Maintaining all fixtures, utensils etc. in kitchen, lounge and suits (regular maintenance) for keeping in excellent condition.
- (IX) Providing maintaining, watering manuring and trimming the pot plants if any in the guest house.
- (X) Supplying liquid soap, toilet paper, air purifier in toilets wherever necessary.
- (XI) Supplying Two news papers (One English, one local language) in each of the lounge at SI.no.. 1 of each Zone. Supply of Battery for wall clocks, TV&AC remote controllers etc.
- (XII) Washing carpet and doormats every 45 days to maintain the same stain free and odour free.
- (XIII) In case of presence of any insects like Termite, moth etc. necessary disinfectants/pest control treatment materials are to be used as per manufacturer's manual.
- (XIV) Maintenance of A/C, replacement of electrical fittings, fixtures and consumables, electrical maintenance and civil maintenance shall be done by the department. However

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- the complaint are to be intimated by the contractor for necessary attendance.
- (XV) Disposal of garbage and waste materials in coordination with Municipal service workers are to be done by the contractor on daily basis.
  - (XVI) The contractor shall maintain stock of linen, Blanket, Towel and other things issued to him from the BSNL. 10% less will be considered for damage per year only for breakable items. If the damage is more than this, the cost of damaged items will be recovered from the contractor considering 10% depreciation cost per year from his bill.
  - (XVII) For non breakable items those supplied by BSNL to the contractor, if damaged or lost a committee comprising Dy. G.M (HR & Admin), AGM(TP), CAO(PLG) will decide the amount that to be recovered from the contractor after verification & stock register at the end of the year (counted from date of signing of agreement).
  - (XVIII) If the contractor discontinues himself or is told to discontinue due to unsatisfactory performance during any other time of the contract period he has to pay demurrage charges of goods provided by BSNL proportionately as per the above guidelines
  - (XIX) The material as is where it is will be handed over to the agency. If any items/utensils are required those are to be managed by the Agency on his own without any extra expenditure to the department.
  - (XX) Entertaining unauthorized persons in the IQ is not allowed.
  - (XXI) For Night staff staying and storing of grocery a room with attached bath will be provided to the agency free of cost. Taking rest in IQ or lounge is prohibited.
  - (XXII) He has to maintain the occupancy chart decently.
  - (XXIII) The contractor has to maintain a complaints/suggestions/book. This should be available at a prominent place. He should produce the book along with bill for verification.
  - (XXIV) The contractor should display the rate chart under the signature of the GM(CFA) and the charges have to be collected accordingly. No deviation in this regard is allowed. If any such instances comes to the notice, the contract shall be terminated.
  - (XXV) The care taking staff should wear approved uniform as directed.
  - (XXVI) The contractor will recharge D2H connection at minimum every month for suits where TV has been provided.



**C. CATERING : The contractor shall:**

- I. 3.1 Provide all essential raw materials for cooking purposes. The contractor shall arrange to purchase and provide the fresh raw material for various items including the good quality grocery items for use in the IQs at his own cost and that the contractor shall abide by the rules & regulations enforced by the local Government. Necessary license(s) from the competent authority wherever required, shall be obtained by the contractor.
- II. 3.2 All cooking appliances(Utensils) and Crockeries will be provided free of cost for cooking purpose. A list of such inventories provided to the contractor shall form part of the agreement. Contractor has free choice to use LPG at his own cost. BSNL will provide empty cylinders but refilling has to be done by the contractor.
- III. Provide standard lunch, dinner, breakfast, tea, coffee, snacks and other items etc
- IV. Provide food as per the menu provided by the BSNL Authorities.
- V. Room service will also be provided to guests who are either unwell or who stay with families in case where specifically ordered.
- VI. Maintaining over all fully hygienic conditions of kitchen and dining.
- VII. The Timing for catering services will be as indicated below:  
 Bed Tea in Room - 0600 A.M. However, this shall be served even before as demanded by the guests  
 Breakfast – 08.00 A.M. to 10.30 A.M.  
 Lunch – 01.00 P.M. to 03.00 P.M.  
 Evening Tea – 05.00 P.M. to 07.00 P.M.  
 Dinner – 08.00 P.M. to 10.00 P.M.

**Important Note:**

1. Since all appliances, electricity and crockery are provided by the Department, the Contractor has to provide the catering services on cost to cost basis and quote the rates in a very prudent manner.
2. Raw materials used for cooking purposes should be fresh and of very good quality. Edible Oil will be of Ricebran/sunflower/Ground Nut/mustard from good brand and quality.

**D. Lundry Charges(Washing/ Dry cleaning and Ironing)**

SI No	Item	Charges each	Remarks
1	Bed Sheet Single	Rs. 10	
2	Bed Sheet double	Rs. 15	
3	Bed cover	Rs. 15	
4	Bath Towel	Rs. 08	
5	Pillow cover	Rs. 05	
6	Door curtain	Rs. 10	
7	Window curtain	Rs. 10	
8	Sofa set Cover	Rs. 30	
9	Blanket single	Rs 100	Dry cleaning
10	Blanket Double	Rs 180	Dry cleaning
11	Mosquito net	Rs. 30	

**E. Foods Menu**

	Standard			Optional			
	Menu	Qty	Rate	Menu	Qty	Rate	
Breakfast	Bread	4pc	Rs.40	Puri	Each	Rs. 6	
	Butter	25gm		Paratta	Each	Rs.12	
	Jam	25gm		Idli & Sambhar	Plate 3pc	Rs.25	
	Milk	200ml		Sabji	Plate	Rs. 20	
	OR				Boiled egg	each	Rs. 8
	Roti	4pc		Double Omelets	Each	Rs. 25	
	Sabji	1plate		Cornflakes & Milk	One Soup Bowl	Rs. 30	
	Standard			Optional			
	Menu	Qty	Rate	Menu	Qty	Rate	
Lunch & dinner	Rice	One plate	Rs 60	Paneer butter masala	Paneer 100gm	Rs. 60	
	Roti	2nos		Matter Paneer	Paneer 100gm	Rs.60	
	Dal	Small Bowl		Curd	One big Cup	Rs. 20	
	Sabji	plate		Mix Veg	One Plate	Rs. 30	
	Salad	Small plate		Chilli mushroom	Mushroom 150gm	Rs. 60	
	Papad	One piece		Chilli Paneer	Paneer 150gm	Rs.60	
				Chilli Chicken	Chicken 150gm	Rs.120	
				Veg Pullav	One plate	Rs. 60	
				Mutton Curry	Mutton 150gm	Rs. 120	
				Chicken Curry	Chicken 150gm	Rs.80	
				Egg Curry	Egg 2nos	Rs.40	
				Fish Curry	Fish-130gm	Rs.50	
				Papad	Piece	Rs 6	
	Special Vegetable Thali (Paneer/Mushroom/Kofta)		Rs 80	Special Non-Veg Thali(Chicken)		Rs 100	
	Menu	Qty	Rate	Menu	Qty	Rate	
Snacks & Beverages	Cold drinks	One bottle	MRP	Tea	One Cup(150ml)	Rs.06	
	Ice cream	Cup/cone	MRP	Coffee	One Cup(150ml)	Rs.10	
	Biscuits	Packet	MRP	Bournvita	One Cup(200ml)	Rs.20	
	Patato chips	Packet	MRP	Fried cashew Nut	Packet	MRP	
	Chocolates	Packet	MRP	Pastries	Piece	MRP	





## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

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

#### 2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 6 of Section – 1 and clause 10.1 of section-4, Part A i.e. Detailed NIT.

#### 3.0 COST OF BIDDING

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

#### 4.0 DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### 5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent by FAX or by e-mail to all the prospective bidders who have received the bid documents through e-tendering portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.



## 6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## 7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

## 8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section- 9.

## 9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods and services it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:  
(a) **The Basic Unit price of the services, GST, payable by the supplier shall be quoted separately item wise.**  
(b) The supplier shall quote as per price schedule given in Section 9 part B for all the items for which participated given in scope of requirement at Section 3 part A & B.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 **"DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".**
- 9.6 The price approved by BSNL for procurement of service will be inclusive of levies and taxes, as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document..
- 9.7 Deleted



## 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) **Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.**
- b) **Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.**
- c) **Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).**
- d) **Undertaking and declaration as per proforma 6(A) of section-6.**
- e) **Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.**
- f) **Certificate of incorporation.**
- g) **Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.**
- h) **List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.**
- i) **Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.**
- j) **Valid PAN No.**
- k) **Valid GST Registration Certificate No or exemption certificate No.**
- l) **Bidder's profile as per proforma in section-8.**

10.2 Documentary evidence for financial capability: **The annual Turn over must be not less than 3 lakhs in last two consecutive Financial years separately(2016-17, 2017-18)**.

- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.

## 11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 A clause-by-clause compliance on the purchaser's Specifications and Commercial Conditions demonstrating substantial responsiveness to the Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Specifications, (Section-3 Part A & B), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, B ) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and reference to the brand names or catalogue number, designated by the Purchaser in its specifications are intended to be descriptive only and not restrictive.



## 12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - MSE unit is required to submit its monthly delivery schedule.
  - If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
- 12.7 The bid security may be forfeited:
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - If the bidder does not accept the APO/AWO and /or does not submit PBG & sign the contract/agreement in accordance with clause 28.

Note The bidder shall mean individual /company/firm as applicable

## 13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

## 14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

**Note:-** The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

Read, Understood, Agreed and Complied with

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Signature of the bidder with seal



14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

#### 14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.(Board resolution to the effect must be submitted)
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) The attestation on Power of attorney is required to be made after the date of issue of NIT.

#### 15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

##### 15.1.1 The bids may be called under

Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 Deleted

15.1.3 In Single stage bidding & two envelopes system e-tendering, the bidder shall submit his bid offline and in e-tendering portal online as per the following;

##### A: Offline Submission.

In case of e-tendering, the following documents are required to be submitted(by hand or through post)in original offline in a properly sealed envelope to **SDE(BLDG) BSNL, Office of THE CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II , Bhubaneswar-751009** on or before the date & time of submission of bids as mentioned at clause 1 of section -1part-A ( i.e DNIT)(delay submission will not be accepted under any circumstances and the purchaser shall not be responsible if the bids are delivered elsewhere.)

- i) **EMD – Bid security** Or the copy of the E Payment receipt towards EMD/BID security.
- ii) **DD/ Banker's cheque of Tender Document fee or** the copy of the E Payment receipt towards **Tender Document fee.**
- iii) **Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.**

The envelope must be properly sealed and shall bear the tender number, enquiry no, name of work and the phrase: "Do Not Open Before <due date & time of opening of tender>.

##### B: Online Submission.

- i. **Techno-Commercial Bid** : The Scanned copy of required documents as per checklist (Section-I/Part A) are to be uploaded/attached in the e-tendering portal as the case may be.
- ii. **Financial Bid (Price Schedule)** Price schedule in the given excel format in the e-tendering portal has to be filled and submitted carefully in the electronic form for the FINANCIAL BID, for indigenous or imported materials as the case may be.

Read, Understood, Agreed and Complied with

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Signature of the bidder with seal



## 15.2 Venue of Tender Opening:

(i) Committee Hall, 3rd floor, Office of THE CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II , Bhubaneswar-751009 at specified time & date as stated in NIT.

(ii) If due to administrative reasons, the venue or of Bid opening is changed, it will be displayed in the e-tendering web-portal.

15.3 If both the envelope is not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

## 16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 1 of Section-I Part-A ( i.e. DNIT.)

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

## 17.0 LATE BIDS

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

## 18 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## 19.0 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online e-Tenders in the presence of the authorized representatives of bidders online (in case of e-Tenders) who chose to attend, at time & date specified in Clause 1 of DNIT(Section-1Part-A) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee  
In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case (& in manual bidding sealed financial bids will be handed over to AGM(TP) O/o CGMT, Bhubaneswar-751009 for retention).

Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant

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Signature of the bidder with seal



by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice through e-tendering portal.

(i) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(ii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

## **20.0 CLARIFICATION OF BIDS**

20.1 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 the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any additional documents/clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **21.0 PRELIMINARY EVALUATION The evaluation of Bids shall be on total package cost basis**

21.1 Purchaser 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.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 of the price schedule in the Section-.9 Part B (Part-I) does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, 13 & 16 the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't



constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

**22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS: The evaluation of Bids shall be on total package cost basis**

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding GST), as arrived in Col. 17 of the price schedule in the Section-9 Part B (Part-I/II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above. As stipulated in clause 9.1,

- (a) "Duties & Taxes for which the firm has to furnish GST Invoices, will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct HSN/SAC classification/customs tariff head in the Price schedule. If the credit for the Duties and Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes and Cesses which are not eligible for Input Tax Credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes and Cesses is admissible as per provision of GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes & Cesses if already paid to them, provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The reform is also subject to the bidder performing necessary act for enabling BSNL to claim the credit Viz. Upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the Input Tax Credit provided such credit is still available for the amount so paid as per provision of GST Law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Custom Tariff Head from the CGST/SGST/IGST authority or Custom Authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Custom Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. TAX/Custom Invoices etc. In respect of the Duties/Taxes and Cesses which are eligible for Input Tax Credit, the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (f) "If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (g) "If the supplier does not disclose the correct details on the Invoices or the GSTIN Viz. GSTIN, Place of supply etc. which restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."

**23.0 CONTACTING THE PURCHASER**

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**24.0 PLACEMENT OF ORDER**

Read, Understood, Agreed and Complied with

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Signature of the bidder with seal





- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found commercially and financially acceptable to the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within contract period, the unit prices with applicable revised duties/taxes will be paid to contractor irrespective of their ranking viz.L1/ L2/ L3 .....etc keeping other levies & charges unchanged
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES**

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in the running tender/ contract within a period of twenty-four months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order with proportionate extension of time period up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twenty-four months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

**27. ISSUE OF ADVANCE PURCHASE ORDER**

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

**28. SIGNING OF CONTRACT**

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28.1 Upon the successful bidder furnishing performance security pursuant to clause 27 and unconditional acceptance, before issue of the Purchase order a formal agreement between Dy.G.M(NWP-D&T CFA) BSNL and the contractor shall be done on non judicial paper in the sample format provided at Section7(H) in order to constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..

## 29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## 30. Deleted

## 31. REJECTION OF BIDS

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per clause 10. of section 4 part A are not enclosed, the bids will be rejected without further evaluation.

c) Clause 11.2 (c) of section 4 part-A. If clause by clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

f) Section-4 Part A clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the

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bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

### **32. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT**

In case of default by **bidder(s)/Vendor(s) such as :**

- a. Does not supply the service in time.
  - b. satisfactory Service not provided in accordance with the specifications
  - c. Or any other default whose complete list is enclosed in appendix-1.
- Purchaser will take action as specified in appendix1 of this section

### **33. CLAUSE DELETED.**

### **34. NEAR-RELATIONSHIP CERTIFICATE**

34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm 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 the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.4. The format of the certificate is given in Section 6 (B).

### **35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving the genuineness of the submitted documents would rest with the bidder.

If any document/paper/certificate submitted by the participant bidder is found/discovered to be false / fabricated / tempered / manipulated either during the bid evaluation or during award of contract or there after then the purchaser will take action as per clause -1 of appendix -1 of this section.

Note for tender opening committee: At the time of tender opening the TOC will check/verify that the documents confirming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain the veracity of the documents/papers and certificates. The documents/papers to be submitted in respective bid part have been explicitly stated in clause No -7 of section-4 Part-A. This open bid part which is already signed by the authorized representative of the bidder company during the bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received

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online in case of e-tendering.

These papers will be treated as authentic one in case of any dispute.

**36. Security Clause as per latest guidelines and requirement**

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

- 37. Reservation/ Procurement from MSE units:** The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25<sup>th</sup>, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.



## Appendix-1

### to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
1(b) contd.	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply the service and /or execution of the work at all even in contract period, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply the service and /or execution of the work at all even in contract period, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	Failure to supply the service and /or execution of the work at all even in contract period, if granted against PO/ WO.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and performance problems and non-rectification of defects (based on reports of field units).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	If the vendor tampers with Security/ Safety/ Privacy:	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL and/	
	b) Disrupts/ Sabotages functioning of the BSNL	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) NOT APPLICABLE	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work.

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		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the PO/ WO.</li> <li>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>iv) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> <li>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</li> </ul>
	b) inspite of Court Orders.	<ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> </ul>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <ul style="list-style-type: none"> <li>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</li> <li>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2</li> <li>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</li> <li>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</li> </ul>	<ul style="list-style-type: none"> <li>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order</li> </ul>
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

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**SECTION-4 Part B**

**SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. **Eligibility Conditions:** As per cl-2 Section 1(DNIT)

2. **Bid Security**

2.1 The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

2.2 The bidder shall furnish the bid EMD in one of the following ways:-

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (A&P), BSNL, O/o CGMT, Bhubaneswar" and payable at "Bhubaneswar" either separately for each item or total for all items participated.
- b) Bank Guarantee from a scheduled bank drawn in favour of "CGM, BSNL, Odisha Telecom Circle, Bhubaneswar" which should be valid for 180 days from the tender opening date, either separately for each item or total for all items participated.

3. **Distribution of Quantity**

- (i) The Purchaser intends to limit the number of techno-commercially responsive One (1) bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender for Housekeeping and Catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21(For TWO Years). The distribution of the quantity shall be as given in Table 1 below.

**Table 1(A) (Without provisions for MSE Units)**

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

**N.B. No of vendors** from whom the item to be procured in this tender is 01(One) only

**Table 1(B) (With provisions for MSE Units)**

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	20 %





- a. If there is no eligible & willing MSE bidder than the allocation of quantity shall be de-reserved & procured from participating bidders as per Table 1(A).
  - b. If there is any eligible & willing MSE bidder L1 in case of Housekeeping and Catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21(For TWO Years) then allocation of quantity shall be as per Table 1(A) and there shall not be any separate reserved quota for MSEs if any.
  - c. If there is no eligible & willing MSE bidder L1 in case of Housekeeping and Catering services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21(For TWO Years), however there is one or more eligible & willing MSE bidders within the price band of L1+15% than allocation of quantity shall be as per Table 1(B). The 20% reserved quantity shall be equally distributed amongst such eligible & willing MSE bidders subject to Para 2(ii) of DO No. 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME).
- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

**Note:** *De-rating factor shall be calculated for determination of ordering price in r/o L-2 & others based on L-1 price.*

4. The delivery of service shall start within **30 days** from date of issue of Work Order.. Non-adherence of the above mentioned delivery period will attract imposition of penalty as per terms of tender documents.
5. RANKING and Evaluation: The ranking & evaluation of the tender as well as allotment of the work will be done item wise.
6. The bidder shall ensure that his two months supply capacity is equal to or more than tendered quantity. Bidder ensures that he shall be able to supply the entire tendered quantity and/ or additional quantity as per tender terms and conditions within stipulated time as and when asked for.
7. The prices evaluation is being done on the prices inclusive of all taxes freight etc. and taxes as per clause 22 of section 4 Part-A. The same evaluated price approved for L1 shall be offered to L2, L3, ....etc. on the rate of taxes applicable on the date of issue of APO.
8. Deleted.



## Section- 4 Part C

### E-tendering Instructions to Bidders

**Note** :-The instructions given below are <https://www.tenderwizard.com/BSNL>, ITI's e-tender portal(ETS) - centric and for e-tenders invited by MM cell, BSNL, Odisha Telecom Circle only. E-Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

#### General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal <https://www.tenderwizard.com/BSNL>.

#### 1. Tender Bidding Methodology:

Sealed Bid System –‘**Single** Stage – Using Two Envelopes’, Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

#### 2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from Certificatr controlling authority(CCA)
2. Register on electronic tendering system(ETS portal) i.e <https://www.tenderwizard.com/BSNL>
3. Create User Id & password for participation in e-bidding on ETS portal
4. Login in and View Notice Inviting Tender (NIT) on ETS portal
5. Download the user manual for ETS by clicking on 'Click to view latest circulars / Formats / Manuals' on ETS portal and go through it.
6. Download Official Copy of Tender Documents from ETS
7. Clarification to the tender documents on ETS
  - i. Pre-bid Query to BSNL on ETS ( Query can also be sent to BSNL through e-mail [agmmmor@gmail.com](mailto:agmmmor@gmail.com) or through Fax No 0674-2396680).
  - ii. View response to queries posted by BSNL in ETS portal, as addenda.
8. Bid-Submission on ETS portal : It is advised to prepare & arrange all document/paper to be submitted (See clause 4 of section II part B) for submission of bid online(scanned in PDF or .jpg format with appropriate naming of the files as mentioned in checklist 4.2) and offline(Original).

Note: Please take care that total size of scan documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

File name	Allowed or not allowed in ETS	Reason for allowed / not allowed
Bid document	not allowed	Space is between words / characters not allowed
Biddocument(1)	not allowed	Special characters not allowed
bid_document	allowed	Under score allowed between words / characters
Biddocument	allowed	Upper & lower cases allowed

N.B.: The bidder should follow the file naming as mentioned above.

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Signature of the bidder with seal



9. Submission of offline documents in sealed envelope at SDE(BLDG) O/o CGMT, BSNL Odisha Circle, Room No-308, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar -751009 on or before due closing date & time.
10. Price Schedule/BOQ as per Sec-9 Part B Part-I or II (Excel Format) (as the case may be) may be downloaded and rates may be filled appropriately and uploaded in the ETS for submission before due date and time. This file may also be saved in a secret folder on your computer for your reference. Kindly do not change the file name or format else it may not be possible for uploading.
11. Attend Public On-line tender Opening event(TOE) on ETS opening of techno-commercial part

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### 3. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### 4. Method for submission of bid documents

The bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause-3 of Section 2.

#### 4.1. Offline submission:

The bidder shall submit the following documents offline to AGM(TP) O/o CGMT, Bhubaneswar, Room No-308, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar -751009 on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy). In form of DD/ Bankers Cheques/Bank Guarantee in favour of CGM, BSNL Odisha Circle, Bhubaneswar. In case of on line payment, copy of receipt shall be submitted
2. DD/ Bankers cheque - drawn in favour of AO(A & P), CO, Bhubaneswar, payable at Bhubaneswar against payment of tender fee).
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A (Original ink signed copy).
4. Valid MSME/NSIC Certificate .
5. Letter of authorization as per for 7'C'.

#### 4.2 Online sSubmission

For details refer Clause 'B' of Section-4 Part'A' Page-21

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

**Checklist for Bidder** (Scanned copy of documents to be uploaded in the ETS Portal) in order as per Sl. No. in the check list of Section-1 Part 'A' of Page-7.

### 5. Registration

To use the ETS Portal (<https://www.tenderwizard.com/BSNL>), vendor need to register on the portal by paying necessary registration fee to M/s ITI Ltd. New Delhi. The vendor should visit the home-page of the ETS portal and go to the <https://www.tenderwizard.com/BSNL> link (Follow



clause 2 ).

Note: Please contact tenderwizard.com Helpdesk (as given below), to get your registration accepted/activated.

ITI/Tenderwizard Helpdesk	
Contact Person	Mr. Sanjib Mohapatra, ,
Telephone	09937488749, 07377708585 between 10:30 hrs to 18:00 hrs
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
BSNL Contact-1	
BSNL's Contact Person	Mr. R.K.Prusty AGM(TP)
Telephone	<b>0674-2391777</b> [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID	<a href="mailto:agmtrans.odisha@gmail.com">agmtrans.odisha@gmail.com</a>
BSNL Contact-2	
BSNL's Contact Person	Mr. D.K.Senapati. SDE(Building)
Telephone	0674-23962101
E-mail ID	<a href="mailto:deepakbsnl02@gmail.com">deepakbsnl02@gmail.com</a>

## 7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and contact the persons at clause 5 for any/support.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- ii. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- iii. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
- iv. Submit your bids well in advance of tender submission deadline on ETS ((BSNL should not be responsible any problem arising out of internet connectivity issues).

## 8. Minimum Requirements at Bidders end for bidding through electronic tendering system(ETS)

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

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Signature of the bidder with seal



## SECTION-5 Part A

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

#### 2. STANDARDS

The goods supplied/service rendered supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

#### 3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

#### 4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

#### 5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the foods and service as per prescribed specifications any time and can give instructions suitably for rectification of the quality of foods & services which is binding on the contractor.
- 5.2

#### 6. DELIVERY

- 6.1 Delivery of the foods and services shall be as per the specification at Sec-3 Part B

#### 7. TRAINING (Not Applicable)

7.1

#### 8. INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of foods and services is prime responsibility of the contractor

#### 9. SPARES(Not Applicable)

#### 10. WARRANTY(Not Applicable)



## 11. PAYMENT TERMS

- 11.1. Payment shall be made on receipt of monthly bill after deducting the penalty or any dues due on vender for claiming the payment the following documents are to be submitted to the paying authority.
- (i) Invoice in duplicate duly affixing Revenue stamp clearly indicating break up details of composite price i.e. Basic, E.D., GST, any other Duties and Taxes etc.
  - (ii) Satisfactory service certificate issued by AGM(TP) in original .
  - (iii) GST invoice or equivalent document
  - (iv) Copy of Previous month EPF, ESI deposit receipt from the EPF & ESI authorities against the persons engaged by the contractor.
- 11.2. Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.
- 11.3. No payment will be made for goods rejected at the site on testing.
- 11.4. The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
- (a) Beneficiary Bank Name:
  - (b) Beneficiary branch Name:
  - (c) IFSC code of beneficiary Branch
  - (d) Beneficiary account No.:
  - (e) Branch Serial No. (MICR No.):
- 11.5. GST Compliances to be made by the vender on the following points.
- 1) Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and / or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid **Statutory Returns** for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by BSNL in the customized format shared by BSNL in order to enable BSNL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable BSNL to claim **Input Tax Credit** in relation to any GST payable under this contract or in respect of any supply under this contact.
  - 2) Bidders are required to ensure that in respect of invoices raised to BSNL, the correct invoices must appear in the GSTR 2A of BSNL. If the correct invoice does not appear in the GSTR 2A of BSNL then payment is still to be released but the GST component of the invoice is to be withheld. The withheld GST component is to be released only after the invoice is auto populated in GSTR 2A of BSNL within 180 days from the date of invoice. In case of reversal of Input Tax Credit due to non-appearance of invoices in GSTR 2A within said time limit, then interest amount may be recover from the pending payments of the bidders.
  - 3) In case Input Tax Credit of GST is denied or demand is recovered from BSNL by the Central/ State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify BSNL in respect of all claims of tax, penalty and/ or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BSNL, at its discretion, may also withheld/recover such disputed amount from the pending payments of the bidders.

## 12. PRICES

- 12.1. Prices charged by the supplier for services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

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Signature of the bidder with seal



- 12.2 For changes in taxes/ duties during the scheduled contract period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time
  - (b) In case of reduction of taxes and other statutory duties during the scheduled contract period, purchaser shall take the benefit of decrease in these taxes/ duties for the contract made from the date of enactment of revised duties/taxes.
  - (c) In case of increase in duties/taxes during the scheduled contract period, the purchaser shall revise the prices as per new duties/ taxes for the contract, to be made during the remaining contract period as per terms and conditions of the purchase order.

12.3 Any increased in taxes and other statutory duties/levies after the expiry period of contract shall be credited/debited to the venders account . However benefit of any decrease in these taxes in and duties shall be passed on to the BSNL by the Vender. The total price is to be adjusted (by reducing in basic price) with increased duties and taxes as per price mentioned in the work order.

**13. CHANGES IN WORK ORDERS.**

- (a) BSNL may at any time by a written order given to the vender make changes within the general scope of the contract in the services to be provided by the vender.
- (b) If any such changes causes an increase/decrease in the cost for the execution of the contract an equitable adjustment shall be made in the contract price and shall accordingly be amended. Any proposal by the vender for adjustment under this clause must be made within Thirty (30) days from the days of receipt of the changes in order.

**14. SUBCONTRACTS : Shall not be permitted under any circumstances.**

**15. DELAYS IN THE SUPPLIER'S PERFORMANCE : Not applicable**

**16. PENALTY CLAUSES :**

- (a) A penalty of Rs.200/- per day will be imposed if the cleaning job as per the specification is not completed within 9:30 am for a day and multiples for the number of days. The penalty will be deducted from the monthly bill.
- (b) A penalty of 10% per month shall be imposed if general performance for the month is not satisfactory.
- (c) BSNL has right to engage other party in case of the up-keeping of the IQs is not satisfactory and not as per specifications. The excess expenditure incurred in this respect will be deducted from the monthly bill.
- (d) If the service does not improve after repeated warnings, the contract is liable to be cancelled and performance security shall be forfeited including blacklisting the agency for a period of three years.
- (e) If the quality of food is not as per the specification/standard/hygienic, the charges for the same can not be claimed/charged from the guests(occupants of IQs).



## **17. FORCE MAJEURE**

- 17.1 If, at 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 reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

## **18. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT**

- 18.1 In case of default by bidder(s)/vendor(s) such as.
- (a) failure to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section.
  - (b) failure to perform any other obligation(s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specification
  - (d) Or any other default whose complete list is enclosed in appendix-1 of Section -4, Part-A

Purchaser will take action as specified in appendix-1 of Section -4, Part-A

## **19. TERMINATION FOR IN SOLVENCY.**

The purchaser may at any time terminate the contract by giving written notice to the vendor, without any compensation. If the vendor becomes the bankrupt or otherwise insolvent as declared by the competent court provided that, such termination will not be prejudice or effect any writ of action or remedies which has been occurred or will accrue thereafter to the purchaser.

## **20. ARBITRATION**

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMT, BSNL, Bhubaneswar or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, BSNL, Bhubaneswar or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, BSNL, Bhubaneswar or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will

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be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL, Bhubaneswar or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 20.2 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 the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 20.3 The venue of arbitration shall be O/o-CGMT, BSNL, Bhubaneswar.

**21. SET OFF**

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

22. In case L-1 breaks out there will be a retender.

**23. DELETED**

24. **Fall Clause-** The price once fixed will remain valid during the contract period except for the provision in Clause 12.1 . Further, if at any time during the contract .

- a) It comes to the notice of the purchaser regarding reduction of the price for the same service and/or.
- b) The prices received in a new tender for same or similar service are less than the prices chargeable under the contract

**25. COURT JURISDICTION**

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Bhubaneswar only”.

**Note:-** *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

**26. General Guidelines:-**

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

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**SECTION-6**

**UNDERTAKING & DECLARATION**

**6(A)** - For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

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

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily

Date: .....

.....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal



**6 (B) – NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is

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

Signature of the tenderer  
With date and seal

Important Note : To be signed by all directors/Partner(s)(as the case maybe) separately in separate sheets for each director.



**SECTION- 7**

**PROFORMAS**

**7(A) For the BIDSECURITY/ EMD Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s ..... R/o .....  
 ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20..... (hereafter known as the "Validity date") in favour of CGM, BSNL, Odisha Telecom Circle, Bhubaneswar (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no. ....

Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. office address as .....

(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by

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reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (A & P) O/o CGMT, BSNL, Bhubaneswar” payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)  
Rubber stamp of the bank

Authorized Power of Attorney Number: .....  
 Name of the Bank officer: .....  
 Designation: .....  
 Complete Postal address of Bank: .....  
 .....  
 Telephone Numbers .....  
 Fax numbers .....



### 7(B) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas CGM, BSNL, Odisha Telecom Circle, Bhubaneswar R/o .....  
.....(hereafter referred to as BSNL) has issued an APO no.  
..... Dated ...../...../20..... awarding the work of .....  
..... to M/s ..... R/o  
..... (hereafter referred to as "Bidder") and  
BSNL has asked him to submit a performance guarantee in favour of CGM, BSNL, Odisha Telecom  
Circle, Bhubaneswar of Rs. ....- (hereafter referred to as "P.G. Amount") valid up to  
...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We .....  
Bank .....Branch having .....  
..... (Address) and Regd. office address as .....  
..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL

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Signature of the bidder with seal



to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " A O (A & P) O/o CGMT, BSNL, " payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....



**7 (C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no. ....in respect of..... (Item of work) which is due to open on .....(date) in the Meeting Room, O/o.....

We hereby authorize Mr. / Ms. ....& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.





**7(D) CLAUSE BY CLAUSE COMPLIANCE**

ANNEXURE-'A'

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	FULLY COMPLIED
2.	All clauses of Special Condition of Contract of Section-5 Part-B	FULLY COMPLIED
3.	All clauses of Technical Specification of Section-3 Part-B	FULLY COMPLIED

- The clause-by-clause compliance statement should be given as per clause 11.2 (c) of Section-4 Part-A and clause 31(c) of Section -4 Part-A.
- The bidder should mention ' FULLY COMPLIED' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 11.2 (c) of Section-4 Part-A and clause 31(c) of Section -4 Part-A.

Signature of the Bidder: .....

Name in Block Letters.....

with Company Seal

\*\*\*\*\*



**7(E)- NO DEVIATION STATEMENT**

ANNEXURE-'B'

NO DEVIATION STATEMENT

SI.	CLAUSES	REMARKS
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	NO DEVIATION
2.	All clauses of Special Condition of Contract of Section-5 Part-B	NO DEVIATION
3.	All clauses of Technical Specification of Section-3 Part-B	NO DEVIATION

- The 'No deviation statement' should be given as per clause 11.2 (c) of section-4 Part-A and clause 31(c) of Section -4 Part-A.
- The bidder should mention ' NO DEVIATION' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 31 (c) of section-4 Part-A.

Signature of the Bidder: .....

Name in Block Letters.....

with Company Seal





## 7(F)- Proforma Draft Agreement

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

### DRAFT AGREEMENT

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between Dy General Manager (CFA) O/o C.G.M.T. Odisha Telecom Circle Bhubaneswar , having its registered office at \_ BHARAT SANCHAR BHAWAN, Jannpath, New Delhi -110001 as one part, hereinafter called BSNL and M/s \_\_\_\_\_, \_\_\_\_\_ hereinafter called the 'Agency' for "providing House keeping and Catering services" on the other part.

WHEREAS the BSNL desirous to engage the Agency for providing "**House keeping and Catering Services of IQ at Bhubaneswar and Puri for the period 2019-20 & 2020-21**" on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to House keeping and Catering Services personnel deployed in ***IQ's at Bhubaneswar and Puri AND Holiday Home at Puri***. BSNL shall have no liability in this regard.

2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it ***IQ'S at Bhubaneswar and Puri AND Holiday Home at Puri***. BSNL shall have no liability in this regard.

3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

4. The contract can be terminated by giving two months notice on either side.

5. In case of non-compliance with the contract, the Bureau reserves its right to:

- a) Cancel/revoke the contract; and/or
- b) Impose penalty upto 10% of the total annual value of contract.

6. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed ***IQ at Bhubaneswar and Puri AND Holiday Home at Puri***

7. The House keeping and Catering Services personnel deployed by the Agency will not claim to become the employees of BSNL and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at BSNL Bhubaneswar and Puri IQ'S

8. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.

9. The Agency agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

10. Decision of BSNL in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

11. In case of any dispute between the Agency and Dy General Manager (CFA) O/o C.G.M.T. Odisha Telecom Circle Bhubaneswar , Dy General Manager (CFA) O/o C.G.M.T. Odisha Telecom

Read, Understood, Agreed and Complied with

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Signature of the bidder with seal



Circle Bhubaneswar shall have the right to decide. However, all matters of jurisdiction shall be at the High Court at Bhubaneswar .

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ and shall be valid for two year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Bhubaneswar in the presence of the witness:

Dated: ..... day of ..... 20...

Witness  
Signature.....  
Name .....  
Address .....

Signature .....  
Name .....  
In the capacity of .....  
Duly authorized to sign the bid for and on  
behalf of .....



**SECTION- 8**  
**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire  
(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address .....
- .....  
.....  
Telephone No. .... Mobile No. .... FAX No.....
3. Address of place of Works/ Manufacture .....
- .....  
.....  
Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....
7. Permanent Account No. : .....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so

Read, Understood, Agreed and Complied with 53

Signature of the bidder with seal



state its Address .....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....



**SECTION-9 Part-A**

**BID FORM**

<b>To</b>	<b>From,</b>
.....	.....
<u>&lt;complete address of the purchaser&gt;</u>	<u>&lt;complete address of the Bidder&gt;</u>
.....	.....
.....	.....

Bidder's Reference No:.....Dated.....

**Ref:** Your Tender Enquiry No ..... dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Witness	Signature .....
Signature.....	Name .....
Name .....	In the capacity of .....
Address .....	Duly authorized to sign the bid for and on behalf of .....



SECTION-9 Part B (Part 1)														
FINANCIAL BID														
SCHEDULE OF QUANTITIES														
N/W :- HOUSE KEEPING AND CATERING SERVICES OF IQ AT BHUBANESWAR AND PURI FOR THE PERIOD 2019-20 & 2020-21(For Zone-1: Bhubanwswar)														
SL No.	DESCRIPTION OF ITEMS	TOTAL		BASIC UNIT PRICE EXCLUDING ALL TAXES	AMOUNT(Rs.)		GST					UNIT PRICE INCLUDING ALL TAXES	AMOUNT(Rs.)	
		QTY	UNIT		WITHOUT TAXES	CGST		SGST		IGST			WITH TAXES	SAC CODE
						RATE(%)	AMOUNT(Rs)	RATE(%)	AMOUNT(Rs)	RATE(%)	AMOUNT(Rs)			
1	2	3	4	5	6=(3X5)	7	8=(5X7)	9	10=(5x9)	11	12=(5x11)	13=[5+{(8+10)or12}]	14=(3x13)	15
1	House keeping in 15nos. Suits of IQs at Bhubaneswar including catering services for 13nos suits(for 2 compounds at Door Sanchar Bhawan, GMTD Bldg.Bhubaneswar & Saheed Nagar, Bhubaneswar )	24	per month											
2	Washing of Single Bed sheet	20	Each											
3	Washing of Double Bed sheet	2800	Each											
4	Washing of Bed cover	250	Each											
5	Washing of Bath Towel	3000	Each											
6	Washing of Pillow cover	4000	Each											
7	Washing of Door curtain	12	Each											
8	Washing of Window curtain	200	Each											
9	Washing of Sofa set Cover	10	Each											
10	Dry Washing of Blanket single	6	Each											
11	Dry Washing of Blanket Double	260	Each											
12	Washing of Mosquito net	12	Each											
13	Recharge of D2H connection@minimum	312	Each											
				<b>Total</b>										

N.B:Evaluation will be done on composite basis

Signature of the Bidder :

Name in Block Letter :

Company Seal :

Read, Understood, Agreed AND Complied with

Signature of THE BIDDER with seal





**GST No.**

SECTION-9 Part B (Part 2)														
FINANCIAL BID														
SCHEDULE OF QUANTITIES														
N/W :- HOUSE KEEPING AND CATERING SERVICES OF IQ AT BHUBANESWAR AND PURI FOR THE PERIOD 2019-20 & 2020-21 (For Zone-2: Puri)														
SL No.	DESCRIPTION OF ITEMS	TOTAL		BASIC UNIT PRICE EXCLUDING ALL TAXES	AMOUNT(Rs.)		GST					UNIT PRICE INCLUDING ALL TAXES	AMOUNT(Rs.)	
		QTY	UNIT		WITHOUT TAXES	CGST		SGST		IGST			WITH TAXES	SAC CODE
						RATE(%)	AMOUNT(Rs)	RATE(%)	AMOUNT(Rs)	RATE(%)	AMOUNT(Rs)			
1	2	3	4	5	6=(3X5)	7	8=(5X7)	9	10=(5x9)	11	12=(5x11)	13=[5+{(8+10)or12}]	14=(3x13)	15
1	House keeping in 20nos. Suits of IQs at PURI including catering services for 12nos suits( 1 compound at CSC Cum Administrative Building, Gandhi Ghat , Puri )	24 months	per month											
2	Washing of Single Bed sheet	20	Each											
3	Washing of Double Bed sheet	3200	Each											
4	Washing of Bed cover	250	Each											
5	Washing of Bath Towel	3000	Each											
6	Washing of Pillow cover	4000	Each											
7	Washing of Door curtain	12	Each											
8	Washing of Window curtain	300	Each											
9	Washing of Sofa set Cover	10	Each											
10	Dry Washing of Blanket single	6	Each											
11	Dry Washing of Blanket Double	300	Each											
12	Washing of Mosquito net	12	Each											
13	Recharge of D2H connection@minimum	480	Each											
				<b>Total</b>										

N.B:Evaluation will be done on composite basis

Signature of the Bidder :

Name in Block Letter :

Read, Understood, Agreed AND Complied with

Signature of THE BIDDER with seal



**Odisha Telecom Circle Tender No.**

Company Seal :

GST No.

Read, Understood, Agreed AND Complied with

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Signature of THE BIDDER with seal