

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District
Rourkela-769001

e-TENDER FOR CATERING & MAINTENANCE SERVICES OF IQ AT DOOR SANCHAR BHAWAN & TELEPHONE KENDRA, ROURKELA OF ROURKELA TELECOM DISTRICT

Tender No: N-8/2020-21/1 Dated: 30-04-2020

Cost of Tender Document: Rs.590/-

(This includes Tender document Cost Rs.500/- and GST @ 18% i.e. Rs.90/-)

NOTE: One Tender form should be used for one Zone only.

SECTION-I



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)
Office of the General Manager, Telecom Dist-Rourkela-769001.

NOTICE INVITING TENDER

e-Tender for Catering & Maintenance services of IQ at Door Sanchar Bhawan & Telephone Kendra, Rourkela of Rourkela Telecom District

On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

| SN | Item | Particulars |
|----|--|--|
| 1 | Tender Notice No & date | N-8/2020-21/1 Dated: 30-04-2020 |
| 2 | Tender item | Catering & Maintenance services of IQ at Door Sanchar Bhawan & Telephone Kendra, Rourkela of Rourkela Telecom District |
| 3 | Tender Document can be downloaded from date | 01-07-2020 |
| 4 | Last Date of Submission of Tender | 09-07-2018 up to 13:00 Hrs. |
| 5 | Date & Time of Opening of Tender (Technical Bid only) | 10-07-2018 at 15:00 Hrs. |
| 6 | Amount of Bid Security as in Section II. | The cost of EMD and cost of Tender paper can be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b) |
| 7 | Cost of Tender Form | Rs.590/-(Rupees five hundred ninety only) - Non- Refundable for each zone. The payment will be accepted as mentioned in Sl. No. 6 above and exemption of Cost of Tender Documents and EMD under NSIC is not permitted. |

ZONE WISE REQUIREMENT

| Zone | Name of the IQ. | Estimated Cost for | EMD / Bid Security | Tender paper cost |
|---------|---------------------|----------------------------|--------------------|-------------------|
| Name | Name of the IQ. | Maintenance (For One Year) | (Amount in Rs) | (in Rs) |
| Zone-I | Door Sanchar Bhawan | 300000.00 | 7500.00 | 590.00 |
| Zone-II | Telephone Kendra | 300000.00 | 7500.00 | 590.00 |

Note: In case the last date of submission/opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/opening date due to any other unavoidable reasons will be notified through our web site and/or newspapers.

2(a) Tender document can be obtained by downloading it from the website www.etenders.gov.in/eprocure/app and www.odisha.bsnl.co.in.

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

| , one wing a craile. | |
|-----------------------------|---|
| Name of the Bank and Branch | UNION BANK OF INDIA, KOEL NAGAR, AMBAGAN BRANCH, ROURKELA |
| Accounts Name | A.O(Claim), BSNL, O/o GMTD, Rourkela |
| Account Number | 455601010032049 |
| IFSC Code | UBIN0545562 |
| Address of the Bank | UNION BANK OF INDIA, SECTOR-2, AMBAGAN BRANCH, ROURKELA |
| MICR Code | 769026003 |
| Mail Id : | gmtdrkl12@rediffmail.com |
| Contact No | 9437577710 |
| GSTIN No. | 21AABCB5576G1ZX |
| | |

The scanned copies of the e-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-tender Portal.

Read, understood, complied & agreed

2(c) 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.

3. SCOPE, SPECIFICATION & JOB DESCRIPTIONS

I) HOUSE KEEPING AND RECEPTION

- a) Receiving guest in a dignified manner by waiting for the guests round the clock, checking him in as per reservation memo issued by the department. (The Telephone confirmation from the Telecom Authority against vacant suits if any) and after completion of reservation to check him out in a dignified manner. Entries and signatures in the register are to be obtained as per departmental rules.
- b) Setting bed, cleaning suits, toilet, replacing soap, cleaning toilet equipment, changing linen, and making room tip top in all respects immediately after departure of guests to receive the new guest. Doing these jobs daily if occupancy is for more than a day, providing odonil in the toilets and Cup Boards, Room fresheners, mosquito mats free of cost as per requirements.
- c) Polishing and dusting doors, windows, furniture, all the equipment in guest house, taking all the linens to laundry and getting it back as and when required, maintaining all equipment in kitchen, lounge and suits (regular maintenance only) in excellent condition.
- d) Providing maintaining, watering manuring and trimming the pot plants if any to be done in the guest house.
- e) Performing other housekeeping functions for smooth running of guest house in excellent conditions at par with a Star Hotel as per direction of authority. He has to supply liquid soap, toilet paper, shoe polish, air purifier in toilet, and lighting room, two news papers in the lounge (One English, one local language to be paid extra). Battery for wall clock, etc. Shampooing carpet every 45 days to maintain the same stain free and odour free. In case of any moth presence, necessary disinfectants are to be used as per manufacturer's manual. (No extra charges will be paid to the agency if the number of suits increases with the same floor area).
- f) Maintenance of A/C replacement of electrical fittings, fixtures and consumables, electrical maintenance and civil maintenance shall be done by the department. However the complaints are to be intimated by the house keeper time to time for necessary attendance.
- g) The contractor shall maintain stock of linen 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.
- h) For non breakable items those supplied by BSNL to the contractor, if damaged or lost a committee comprising AGM(HR & Admn), AO(PLG), SDE(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).
- i) 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 damage charges of goods provided by BSNL proportionately as per the above guidelines
- j) 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.
- k) Entertaining unauthorized persons in the IQ is not allowed.
- 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. He has to maintain the occupancy chart decently.

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.

The contractor should display the rate chart under the signature of the GMTD and the charges have to be collected accordingly. No deviation in this regard is allowed. If any such instances come to the notice, the contract may be terminated.

II) COOKING & CATERING

a) Supplying food and beverage for breakfast, lunch, snacks and dishes as per al-a-carte, de-hotel menu to be prescribed at an agreed rate and catering in a dignified table manner, maintaining over all hygienic conditions of kitchen and dining.

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- b) The food charges/beverage charges etc. should be collected directly by the agency as per the prescribed rate (which inclusive of all taxes etc.)
- c) Maintaining good decorum, hospitality is the prime responsibility of the contractor.
- d) The items mentioned above are only indicative and not exhaustive.

III. The contractor must ensure supply of items as per the timing below:

- a) Supply of tea Within 30 minutes (Approx.)
- b) Supply of Breakfast within 60 minutes (Approx.)
- c) Supply of lunch/Dinner Within 90 minutes (Approx).

ITEMS TO BE SUPPLIED BY BSNL

I Q. DOOR SANCHAR BHAWAN

I.

- a) Utensils/Crockery's (as per stock Register)
- b) All room furnishing, electrical fittings, AC, Wooden furniture. Table lamps and telephone instruments.
- c) Gas stove: One no, with two burners with cylinders 2 and refilling of Gas will be borne by the contractor.
- d) Refrigerator 165 litters One no. and 100 litters one no.

II. DETAILED SPECIFICATION OF I.Q. AT DOOR SANCHAR BHAWAN:

a) No. of suits 3 + one living room one dining room : 5 (Five)
b) No. of Toilets : 4 (Four)

I Q. TELEPHONE KENDRA

<u>I.</u>

- a) Utensils/Crockeries (as per stock register)
- b) All room furnishing, electrical fittings, AC, wooden furniture, table lamps & telephone instruments.
- c) Gas stoves (2 burners 0 with cylinders 2 nos.(HP) (Refilling cost to be borne by the Contractor)
- d) Refrigerator 230 litres one no. and 100 litres 2 nos.
- e) Sumeet 3 jar mixi One no.

II. DETAILED SPECIFICATION OF I.Q. AT TELEPHONE KENDRA:

a) No. of suits 4 + one living room + one dining room : 6 (Six) b) No. of Toilets : 6 (Six)

- 4 (a) Intending bidders are requested to register themselves through the website www.etenders.gov.in/eprocure/app for obtaining user-id, Digital Signature etc.
- 4(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 4(c) Bidders may note that the tender document can be downloaded from the website www.etenders.gov.in/eprocure/app or following the "Tenders" link of the website www.odisha.bsnl.co.in from 01-07-2020.
- 4(d) The bidders shall furnish a declaration 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 Web-site (www.etenders.gov.in/eprocure/app) as per Annexure -B of Section VIII.
- 4(e) In case of any correction/addition/alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.

5. Eligibility Criteria

Experience Certificate: The bidder should have experiences of Catering and maintenance work of IQ/Guest house in BSNL/MTNL/Other PSUs/Central Govt. and must have carried out the said work to the tune of Rs.2/- Lakhs taken together during the financial years 2018-19 and 2019-20. The

- experience certificate, issued by an officer not below rank of JAG level or DGM equivalent shall only be considered.
- 6. The documents as listed out in Section-V should be uploaded in e-Tender Portal.
- 7. BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the chamber of Conference Hall, 2nd Floor, Room No-203, Rourkela- 769001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 8. i. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
 - ii. General Manager Telecom District Rourkela reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
 - iii. All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
 - iv. All statutory taxes as applicable shall be deducted at source before payment.

General Manager Telecom District Rourkela - 769001

SECTION - II

SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER

- The successful tenderer will be required to sign an agreement with the GMTD, Telecom District, Rourkela
 for Supply of Catering and Maintenance IQ at DSB & Telephone Kendra, Rourkela at approved rates during
 the course of agreement period of One Year.
- 2. EARNEST MONEY-DEPOSIT- The EMD of amount Rs.7500/- (Rupees Seven Thousand Five Hundred) only per each zone to be deposited in the form of RTGS/NEFT & Online Payment to Accounts Officer (Claim), BSNL, O/o. GMTD, Rourkela. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work in case of successful tenderer. EMD of unsuccessful bidders will be refunded after finalization of the tender. In case of successful tenderer(s), the EMD will be refunded after signing the agreement.
- 3. Bidders should have an experience of catering and maintenance works of IQ/guest house in BSNL/MTNL/Other PSUs/Central Govt. The Bidder should have an experience for the above mentioned work or similar nature works of an amount of minimum of Rs. 2 lakhs in financial year 2018-19 and 2019-20. The Experience Certificate to be issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.
- 4. Tenderers will be required to submit Pan Number, EPF, ESI along with the tender papers, failing which the tenderer will be rejected.
- 5. The tenderers will quote rates exclusive of all taxes against each item of article while submitting the tender papers. The rate quoted will be valid during the agreement period i.e. One Year. All taxes have to be shown separately.
- 6. In case of any dispute during course of supply catering and maintenance of IQ at DSB the decision of GMTD, Rourkela will be final.
- 7. Payment will be made in this office against bills issued by the supplier. The bills should be submitted in duplicate duly pre-receipted along with Bank A/C Number. The bills should preferably be written serial wise as per purchaser order.
- 8. In case bad quality of Catering and Maintenance of IQ at supplied by tenderer the payment will be held up and tender agreement will be cancelled and Earnest Security Deposit will be forfeited.
- 9. The successful tenderer/supplier will arrange to supply of Catering and Maintenance of IQ for the required works in the office as per the orders placed before him at the risk of the supplier. BSNL will not take any risk for any loss or damage. BSNL will not pay any transportation charges for carrying the articles to this office.
- 10. The tenderer must not be a near relative of BSNL employees. The near relatives for this purpose are defined as, a) Members of Hindu undivided family b) They are husband & wife c) The one related to other in the manner as father, mother, son(s) & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in law). Declaration as a proof of not a near relative of BSNL employee must be submitted.
- 11. The GMTD, Rourkela reserves all right to accept or reject any or all tenders without assigning any reason thereof.
- 12. The purchaser reserve the right, at the time of award of contract, to increase or decrease the quantity by 25% from what is specified in the schedule of quantities, without any change in unit price or other terms and conditions.
- 13. Validity of BID: The bid validity period is 180 days from the date of opening of bid.
- 14. Validity of Tender: The tender will remain valid for a period of One year from the date of signing the agreement. However, GMTD, Rourkela reserves the right to increase the validity period of the tender up to a maximum 1 year i.e. (12 months). Accordingly the estimated cost of the tender may be revised i.e addition up to 50% of the tender cost.
- 15. The original of the above documents will be verified by TEC at the time of final verification and signing of contract. If any documents / declaration are found to be false/fake, the bidder will be disqualified for the above work and his EMD will be forfeited.

17. SECURITY

The bidder shall furnish, as part of his bid, Performance Security for an amounts i.e. 5% of the estimated cost of Rs.15,000/- (Rupees Fifteen Thousand) only.

a) The Performance Security is required to protect the purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.

Read, understood, complied & agreed

b) The Performance Security should be submitted in the form of DD from any Nationalized Bank drawn in the favour of the AO (Claim), O/o GMTD Rourkela payable at Rourkela.

Dated: 30-04-2020

- c) The amount deposited as performance security (i.e. SD) shall carry no interest for the entire period during which it remains with BSNL.
- d) The EMD of successful bidder shall be refunded after furnishing the performance security. The EMD in respect of unsuccessful bidders shall be refunded only after the finalization of tender.

18. Delays in the supplier's performance

- a) Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.
- b) Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all of the following sanctions i.e. forfeiture of performance security(S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 1 years or more.
- c) If at any time during performance of the contract, the supplier should encounter conditions impending timely delivery of the good/service, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the suppliers notice the discretion to extend the period for performance of the contract after mutual discussion, lies with the purchaser i.e. BSNL.
- d) In case of delayed supplies i.e. after the expiry of scheduled delivery period, the benefits of reduction in taxes/duties shall be passed on to the purchaser i.e. BSNL & no benefit that may accrue due to increase will be permitted to the supplier(s).

SECTION-III

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER TERMS

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Rourkela.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whose zone the contractor will provide the requisite number of labourers on daily basis as per actual requirement of concerned respective site Engineer (Zone in-charge) varying from 0 (Zero) number to maximum number as mentioned against each Site Engineer under Section-II.
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer" as mentioned in the Section -II.
- 1(g) "E-Tender Portal" means the website "<u>www.etenders.gov.in/eprocure/app</u>" of TCIL's who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.

2. ELIGIBILITY CRITERIA

A. Eligibility Criteria

1. The bidder should have experiences of Catering and maintenance work of IQ/Guest house in BSNL/MTNL/Other PSUs/Central Govt. and must have carried out the said work to the tune of Rs.2/Lakhs taken together during the financial years 2018-19 and 2019-20. The Experience Certificate to be issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered.

- a) The bidder should have valid PAN.
- b) The bidder should have valid EPF & ESI registration certificate(s).
- c) Bidder whose near relative(s) is/are employed in DoT/BSNL is not eligible to participate in the bid.

The near relative(s) means:

- a) Members of Hindu undivided family,
- b) They are husband and wife,

3. AMENDMENT TO BID DOCUMENT

- (a) At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- (b) The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- (c) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- (d) It is the sole responsibility of the bidder to confirm from the e-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

| BSNL Contact-1 | |
|-----------------------|-----------------------------------|
| BSNL's Contact Person | Dhanurjaya Majhi, AGM (Planning) |
| Telephone& Mobile | 9437048877 |
| E-mail ID | dmajhi@bsnl.co.in |
| BSNL Contact-2 | |
| BSNL's Contact Person | Jatindra Nath Das, SDE (Planning) |
| Telephone & Mobile | 9434041296 |
| E-mail ID | sdeplgrkl@gmail.com |

Read, understood, complied & agreed

4. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause.8 of this Section.

5. BID FORMS

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload required scanned documents as per Section-V of the same in e-Tender Portal.

6. BID PRICE

The bidder shall quote rates in FINANCIAL BID given in Section IV.

7. COMPLIANCE

The bidder should ensure unconditional clause- by - clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VI should be given along with bid document.

8. PREPARATION & SUBMISSION OF BIDS:

I) CONTENTS OF THE BID:

The bid contains three parts -

- Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT/RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal.
- Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section V in the appropriate place of the e-Tender Portal.
- Part C: The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender Portal.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is 13:00 Hrs of 09-07-2020.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against each individual bid which is to be uploaded in the e-tender portal.
- d. If any one of the document required to be submitted as referred is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- e. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

9. BID OPENING AND EVALUATION

- a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 10-07-2020 at 15:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section VI. The bidders can view the opening details after the Tendering Authority opened them.
- b) (b) The bidder or his representative, who is present, shall sign in tender opening register
- c) (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- d) (d)Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- e) (e)Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

10. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Room No-205, 2nd Floor, Door Sanchar Bhawan, Rourkela-769001", where BSNL"s Tender Opening Officers would be conducting through online e-Tender at 15:00 Hrs. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

11. E-Tendering Instructions to Bidders

Read, understood, complied & agreed

Note: The instructions given below are TCIL's e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/Clauses may be suitably modified in this Section as applicable from time to time.

| 1. | Broad outline of activities on e-tender portal from Bidders prospective |
|----|---|
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| | |
| | |

For participating in this tender online, the following instructions need 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. Registration

To use the Electronic Tender $^{\otimes}$ portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

5. Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on etenders.gov.in/eprocure/app (URL of e-tender portal).

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

6. Offline Submissions:

The bidder is requested to submit the following documents offline in a separate envelope to AGM(Planning), O/o GMTD,BSNL,DSB,SECTOR-21, Rourkela on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney.
- iv. Integrity Pact (if applicable).
- v. Sealed pass-phrases

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (etenders.gov.in/eprocure/app), and go to the User-Guidance Center

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 e-tender portal.

Read, understood, complied & agreed

SECTION-IV FINANCIAL BID

Expenses on catering, housekeeping, cleaning with supply of cleaning materials/consumables and attending to guest in the Inspection quarter consisting of suites, lounge, kitchen room, dining space, corridor etc.

(Rate to be quoted in Rupees in figures & words per calendar month)

| PARTICULARS | In Fig. | In Words |
|--|---------|----------|
| Monthly House Keeping and Reception with | | |
| cooking & catering Charges | | |
| I. LAUNDRY CHARGES | | |
| 1. i. Blankets Per Piece (Single) | | |
| 1.ii. Blankets Per Piece (Double) | | |
| 2. Bed Covers | | |
| i. Single Per Piece | | |
| ii. Double Per Piece | | |
| 3. Bed Sheets | | |
| i. Single Per Piece | | |
| ii. Double Per Piece | | |
| 4. Towels (Per Piece) | | |
| 5. Pillow Cover (Per Piece) | | |
| Curtain Piece/Sofa Cover (Per Piece) | | |
| II. FOOD CHARGES | | |
| A | | |
| 1. Tea (Per Cup of 150 ml.) | | |
| 2. Coffee (Per Cup of 150 ml.) | | |
| 3. Milk (Per Cup of 150 ml.) | | |
| 4. Bournvita (Per Cup of 150 ml.) | | |
| 5. Cold Drinks (Each) | | |
| В | | |
| 1. Bread 4 Pieces | | |
| (Butter, Jam and Ketchup) | | |
| 2. Omlette (Single) | | |
| Omlette (Double) | | |
| 3. Puri 4 Nos. & Curry | | |
| 4. Idli (2 Pieces) Sambhar | | |
| 5. Parotha (2 Nos.) & Curry or Curd | | |
| 6. Dosa with Sambhar & Chatni | | |
| 7. Dosa Plain | | |
| Dosa (Onion) | | |
| Dosa (Masala) | | |
| 8. Vada/Samosa/Alu Chop (2 Pieces) | | |
| 9. Pakoda with Ketchup (150 g) | | |
| 10. Fried Ground Nut (Per Plate) | | |
| 11. Fried Kaju (Per Plate) | | |
| 12. Fruit Basket (Each) | | |
| <u>c</u> | | |
| 1. One Vegetable Thali (Rice or Roti) | | |
| 2. Special Vegetable Thali | | |
| 3. Non-Vegetable Thali | | |
| 4. Spl. Non-Vegetable Thali | | |
| Note: I 1 will be decided in the basis of mont | | |

Note: L1 will be decided in the basis of monthly rates for house keeping and reception charges.

I have read & understand the tender scheduled the terms & conditions of the tender and also the specification supplied along with the tender scheduled. I undertake to abide by all the provisions contained therein

Read, understood, complied & agreed

<u>SECTION-V</u> <u>CHECK LIST / REQUIREMENTS</u>

A. Documents required to be submitted through e-Tender Portal

| SI. No. | Description | | Remarks (Yes (Y), No (N), Not Applicable (NA) (/ Tick whichever is applicable) | | |
|------------|--|---|--|----|--|
| | | У | Ν | NA | |
| 1 | Scanned copies of all pages of Tender document signed with date by the tenderer or Authorised Person on all pages along with seal | | | | |
| 2 | Self-Attested Photo copy of PAN Card & IT return for Financial Year 2018-19 / pertaining to assessment year 2019-20. | | | | |
| 3 | Self-Attested Photo copy of Experience Certificate | | | | |
| 4 | Self Attested Photo copy of the computerized receipt Online/RTGS/NEFT) towards cost of Tender Document | | | | |
| 5 | Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security | | | | |
| 6 | Self-Attested Photo Copy of valid EPF registration certificate | | | | |
| 7 | Self-Attested Photo copy of valid ESI Registration Certificate. | | | | |
| 8 | Self-Attested Photo copy of valid GST Registration Certificate. | | | | |
| 9 | No near relative certificate duly filled in and signed, Annexure-D. | | | | |
| 10 | Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. | | | | |
| 11 | Bidder's profile duly filled in and signed. | | | | |
| 12 | Self-Attested Photo copy of Original "Power of Attorney" (Notarized) in case person, other than the Bidder has signed the tender documents (For Companies and Limited Private Firms) | | | | |
| 13 | Self-Attested Photo copy of "Partnership Deed" duly registered if applicable | | | | |
| 14 | Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. | | | | |
| 15 | Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed. | | | | |
| 16 | Self-Attested copy of Bid form duly filled in and signed. | | | | |
| 17 | Self-Attested copy of Clause by clause compliance duly filled and signed. | | | | |
| 18 | Self-Attested copy of the Check list duly filled in | | | | |
| 19 | Self-Attested copy of the Integrity Pact duly filled and signed, Annexure-H. | | | | |
| 20 | Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed. | | | | |

SECTION-VI

FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

| | , |
|-------|---|
| SI No | Format Name |
| 1 | ANNEXURE-A: AGREEMENT (Sample Format) |
| 2 | ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT |
| 3 | ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE |
| 4 | ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL |
| 5 | ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT. |
| 6 | ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM) |
| 7 | ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING |
| 8 | ANNEXURE-H: INTEGRITY PACT |
| 9 | ANNEXURE-I: BIDDER'S PROFILE |
| 10 | ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / |
| 10 | ELECTRONIC FUND TRANSFER |
| 11 | ANNEXURE-K: BID FORM. |
| 11 | ANNEXURE-L: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION |
| 11 | SUBMITTED |

ANNEXURE-A

AGREEMENT (Sample Format)

| | An agreement made this | between GMTD, Rourkela hereinafter called |
|----------|---|---|
| the BS | NL to the context include his successors and | assignees on the one part and |
| having | his/ its residence/ Office at | (Actual through its constituted attorney |
| hereind | after called "Contractor" (Which term shall | include their heirs, executors, successors and assignees or |
| the oth | ner parts. | |
| | s of IQ at Door Sanchar Bhawan & Telephor Specification and Job Description is as p | g executed certain work namely: Catering & Maintenance ne Kendra, Rourkela of Rourkela Telecom District Details of er the details given in Section-IV in the original tender |
| | Vide Tender No | dated |
| as per (| • | illing to execute the said works in accordance with contract ocument vide Tender NoDtDt |
| | Now this agreement and it is hereby agreed | and declared as follows. |
| 1. | | ender schedule etc as per tender document vide Tender No , Zone No(along with |
| | found requisite to be given during execution | other additional particular instructions drawing as may be n of the work shall be deemed and taken to be integral part be included in the expression " Contractual or contract |
| 2. | the contractor hereby conveys the BSNL document do provide the required labourers other acts, deeds, comments and things in | de to the Contractor for the works to be executed by him, that the contractor shall in accordance with the tenders, execute and complete the said works and shall perform all the contract mentioned or described or which are to be necessary for the completion of the said works and at the erms-conditions of the tender. |
| 3. | Husband, Parents, Grandparents, children | actor" also declares that none of his/her relatives i.e Wife and Grand Children, Brothers, Sisters, Uncles, Aunts and orking as an officer or an official in BSNL in Orissa Telecom |
| 4. | agrees with the Contractor that the BSNL | ecution and completion of the said works, the BSNL hereby will pay to the Contractor the respective amounts for the (s) as may become payable to the contractor under the |
| 5. | The contract will be in force for one year w | ith effect from to to |
| 6. | · | o follow all necessary labour rules including minimum wages |

Read, understood, complied & agreed

the Govt. from time to time.

| 7. | The contractor hereby und harmony and discipline in the allotted works sincer | the area of ope | | | | |
|--------------------|---|------------------|-----------------|------------|--------------------------|---------------|
| 8. | The contractor hereby und stating the points which agreement. | | | | | • |
| 9. | Performance Security De | posit of Rs | is furnished | below:- | | |
| | Performance Security DD No | • | | | • | |
| above | In witness where of the written. | particulars here | e to have execu | ited these | e present the day and th | ne year first |
| Signa [.] | ture of the Contractor | | | Si | gned and delivered | |
| Name | /Address of the Contractor | | | | for and on behalf of th | e |
| | | | | | Bharat Sanchar Nigam | Limited. |
| In the | e Presence of witness: | | | | | |
| 1. | Signature: | | | 1. | Signature: | |
| | Name/Address: | | | | Name/Address: | |
| | Designation: | | | | Designation: | |

ANNEXURE-B

Declaration of Non tampering of tender document

| I, Sri/Smt/M/s | (authorized |
|--|--|
| signatory) hereby declare that the tender document | submitted has been downloaded from the website |
| www.odisha.bsnl.co.in or www.etenders.gov.in/eprocure/ | <u>app</u> and I have checked up that no page is missing and |
| all pages as per the index are available and no addition/ | deletion/correction/tampering has been made in the |
| tender document. In case at any stage, it is found that | any addition / deletion / correction has been made, |
| BSNL shall have the absolute right to take any action as d | eemed fit, without any prior intimation to me. |
| Place: | |
| Date: | Signature of bidder/Authorized Signatory |
| | Name of the |
| | Seal of the bidder: |

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

| I | (authorized signatory) |
|--|---|
| hereby declare that I shall comply with all the te | erms and conditions of the tender documents as out lined in all |
| the clauses unconditionally. | |
| | |
| Place : | Signature of the Tenderer |
| Date: | Name of the Tenderer |

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION I/We _____ S/o ____ _____ resident of _____ _____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me. Signature of the bidder_____ Note: 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) and 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). Note: 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 Private Ltd. Company, by all the directors of the company. Signature of the bidder_____

Place: Date: (Capacity in which signing)

ANNEXURE-E

<u>Declaration for Downloading the tender Document.</u>

| I | (authorized |
|---|--|
| signatory) hereby declare that the tender docum | ent submitted has been downloaded from the website |
| www.odisha.bsnl.co.in or www.etenders.gov.in/epr | ocure/app and no addition/deletion/correction has been |
| made in the proforma downloaded. I also declare the | at I have enclosed a DD/NEFT/RTGS/Bankers Cheque for |
| Rs/- towards the cost of tender document a | long with this bid. In case at any stage, it is found that the |
| information given above is false / incorrect, BSNL sh | all have the absolute right to take any action as deemed fit |
| without any prior intimation. | |
| | |
| | |
| | |
| Date: | Signature of Tenderer |
| | |
| Place: | |
| | ame of Tenderer |
| (A | long with date & Seal) |

ANNEXURE-F PERFORMANCE BANK GUARANTEE (BOND FORM)

| | | | | | | | _ (here | inafter o | called th | ie "Cont | ractor(s) " |) from the |
|-----------|-------------|------------------|------------|---------|------------------|--------|----------|-----------|------------|-----------|--------------|---------------|
| | under | | | | conditions | | | _ | | _ | authority | |
| No | | | | | | | | | | | | |
| De I Ween | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| security | denosit fo | or the | due fulfil | lment h | by the said Co | | | | | | | |
| | | | | | nk guarantee | | | | | | | |
| (Nama | of the | Dank) | uction o | ı a bai | nk guarantee | 101 | | | | | | we, |
| noformed | +0 ac "+ | burik) ba Dai | الالام | ha nac | juest of | | | | | | (contro | eton(c) do |
| hanaby | ndontoko | to now | to the D | CNII OF | amount not | 0400 | | | | | (conira | troi(s) uo |
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| • | _ | | | | ed or would b | | | | | | • | son or any |
| breach b | y the sala | Contro | ictor(s) o | T any o | f the terms o | r con | artions | containe | a in the | sala Ag | reement. | |
| | 2 M/a (N) | ama af | the Den | ls) | | | | | | da han | aby undant | alea ta nave |
| | | | | | s guarantee v | | | | | | | |
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| | | | | | way of loss o | | | | | | | |
| | • | | | • | aid contracto | | • | | | | | |
| - | • | | | | or (s) failure t | • | | | - | • | | |
| | | | | | ne amount due | | | | | | | |
| | | | | | nall be final a | | _ | | | | • | |
| guarante | e shall be | restric | cted tota | l amoun | it not exceedi | ng | | | | | | |
| | 2 147 | | | | 2611 | | | | | ı. | P | Part Contract |
| | | | | | 35NL any moi | • | | | | - | | • |
| • | | | • • | • | n any suit or | • | _ | | • | | | - |
| | | | | | olute and une | | | | | | | |
| | _ | | | | ment there ur | ider (| and the | contrac | for(s) / s | supplier | (s) shall ha | ve no claim |
| against u | s for maki | ing suc | h paymen | t. | | | | | | | | |
| | 1 14/2 (22 | £ | the Deule | ` | | | | | | | £ | +1 |
| | | | | | | | | | | | | |
| | - | | | | l remain in fu | | | | _ | • | | |
| | | | | | ent and that | | | | | | | |
| | • | | | _ | ement have b | | | | | | | - |
| | | | | | the terms ar | | | | _ | | | • |
| | | | | | ctor(s) and a | | | | | | | |
| | _ | | | | in writing or | | | | | | IALF YEAR | ₹ from the |
| date her | eof, we sh | all be o | discharge | d from | all liability ur | nder t | this gud | ırantee t | hereafte | er. | | |
| | | | | | | | | | | | | |
| | 5. We (n | | | | | | | | | | | _ further |
| | | | | | all have the f | | | | | | | |
| • | | _ | | | o very any of | | | | | | _ | |
| | | | | | contractor(s | | | | | | | |
| time to | time any | of the | powers | exercis | sable by the | BSNI | _ Agair | ist and s | aid cont | tractor(| (s) and to | forbear or |
| enforce | any of the | e terms | s and con | ditions | relating to t | he so | aid agre | zement a | nd we sl | hall not | be relieved | d from our |
| liability | by reason | of an | iy such v | ariatio | n, or extensi | on b | eing gr | anted to | o the so | uid Cont | ractor(s) | or for any |
| forbeara | nce, act o | r omis | sion on th | ne part | of the BSNL | or a | ny indu | lgence by | y the BS | NL to t | the said cor | ntractor(s) |
| | | | | • | r which under | | • | - | • | | | |
| | ect of so r | | _ | | | | | , | | • | | . , |
| • | | | _ | | | | | | | | | |
| | 6. This gu | jarante | e will no | t be d | ischarged du | e to | the ch | ange in · | the cons | stitutior | n of the Bo | ank or the |

Dated: 30-04-2020

Read, understood, complied & agreed

contractor(s) / supplier(s).

| 7. We (Name of the Bank) not to revoke this guarantee during its currency except | |
|---|-----------------------------|
| Dated | |
| Place | Signature: |
| For | |
| (ind | icate the name of the Bank) |

ANNEXURE-G

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on or before date of bid opening)

| То | The DGM (T) O/o GM Telecc Rourkela-7690 | om District Rourkela 01 | | | |
|------------|---|-----------------------------|-----------------|---|------|
| Sub: | | | | (date) in the Tende achar Bhawan & Telephone Kendra, Rourke | |
| behalf | | ons are hereby authorized t | | bid opening for the tender mentioned above (Bidder) in order of preference given bel | |
| Order | of Preference | Name | | Specimen Signature |] |
| | I | | | | |
| | II | | | | |
| Alterno | ate Representati | ve | | | |
| | | | _ | bidder Or Officer authorized to sign the b n behalf of the bidder | id |
| Note: 1 | to one, first pr | | | tend bid opening. In cases where it is restric esentative will be permitted when regular | :ted |
| 2 | | entry to the hall where bic | ls are opened 1 | may be refused in case authorization as | |

ANNEXURE-H

INTEGRITY PACT

Between

| Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal" |
|---|
| And |
| |

Preamble

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a). The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

Dated: 30-04-2020

- (d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4-Compensation for Damages

- (i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.
- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

- (i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8- External Independent Monitor/ Monitors

- 1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

- 4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.

- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

| For the Principal | For the Bidder/Contractor |
|-------------------|---------------------------|
| Place | Witness 1: |
| | |
| Date | Witness 2: |

| ANNEXUR | E- | Ι |
|----------------|----|---|
|----------------|----|---|

TENDERER'S PROFILE

Passport size
Photograph (To be
pasted) of the
Tenderer / authorized
Signatory holding
Power of Attorney with
signature on the front
side of Photo graph

Dated: 30-04-2020

| SI# | Item | Details | signature on the front |
|-----|---|---------------------|---|
| 1 | Name of the individual tenderer | | side of Photo graph overlapping the form |
| | | | |
| 2 | Name of the person submitting the tender whose | | |
| | photograph is affixed | | |
| | (In case of proprietorship /Partnership firms, the | | |
| | tender has to be signed by proprietor/partner only | | |
| | holding the Power of Attorney to sign the bid, as the | | |
| 3 | a. Permanent Address of the tenderer | | |
| 3 | a. Fermianem Address of the Tenderel | | |
| | b. Present Address of the tenderer | | |
| | | | |
| | | | |
| | | | |
| 4 | a. Tel. Nos. with STD code | Office: | |
| | | Fax: | |
| | | Residence: | |
| | | Mobile No: | |
| | b. email id | | |
| 5 | Registration & incorporation particulars of the tenderer | | |
| | (if other than individual): | | |
| | i) Proprietorship ii) Partnership | | |
| | iii) Private Limited iv) Public Limited | | |
| | (Please attach attested copies of documents of | | |
| | registration/incorporation of your firm with the | | |
| 6 | competent authority as required by business law) Name(s) of the Individual/ Proprietor/ Partners / | | |
| 0 | Directors * | | |
| 7 | Tenderer's bank, its address and his current account | | |
| | number | | |
| 8 | PAN No. & Income Tax Circle | | |
| 9 | Brief description of the work carried out in last two | | |
| | years - 2018-19 and 2019-20 * | | |
| 10 | Is the firm registered with any Agency / Government? | | |
| | If so, furnish details of registration. | | |
| 11 | Has the firm been blacklisted by any Organization? If | | |
| | so, attach details thereof. * | | |
| 12 | Is the Bidder aware of all the Rules and Guidelines of | | |
| | Government on the subject of tender? | | |
| | (Write YES or NO) | | |
| 13 | EPF Registration Number: | | |
| | ESI Registration Number: | | |
| * | (In case the space is insufficient, attach list separately) | | |
| | 1, Shri/Smt | hereby declare that | the information |

Date: Name & Seal of the tenderer

furnished above is true and correct.

Place:

Signature of tenderer /authorised signatory

ANNEXURE-J

MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER

То

The General Manager Telecom District Rourkela, Rourkela.769001

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

| SI# | Item | Details | | | | |
|--|----------------------------|---------|--|--|--|--|
| 1 | NAME OF THE CONTRACTOR | | | | | |
| 2 | NAME OF THE BANK | | | | | |
| 3 | NAME OF THE BRANCH | | | | | |
| 4 | NATURE OF ACCOUNT CA/SB/CC | | | | | |
| 5 | ACCOUNT NUMBER | | | | | |
| 6 | BANK CODE (MICR CODE) | | | | | |
| 7 | BANK IFSC CODE | | | | | |
| 8 | ADDRESS OF BANK | | | | | |
| | | | | | | |
| DATE: SIGNATURE OF SUPPLIER/BIDDER | | | | | | |
| (TO BE FILLED IN BY THE BANK AUTHORITIES) | | | | | | |
| The information furnished above is correct as per our records. | | | | | | |
| | | | | | | |
| SIGNATURE OF MANAGER | | | | | | |
| | WITH BANK SEAL AND DATE | | | | | |
| | Tel No: | Fax No: | | | | |

Original copy signed by Bank Officer with seal to be submitted.

N.B.:- The bidder(s) who has/have already vendor code under BSNL Odisha Circle need not to fill up this mandate form.

Read, understood, complied & agreed

ANNEXURE-K

BID FORM (To be attached with Section-VII A)

То

The General Manager Telecom District, Rourkela, Doorsanchar Bhawan, Rourkela-769001.

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.etenders.gov.in/eprocure/app. Any deviation will result in the rejection of the bid.

| a. Dated thisDay of2020. |
|---|
| b. Signature of |
| c. In capacity of |
| d. Duly authorized to sign the bid for and on behalf of |
| e. Witness |
| f. Address |
| g. Signature |

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

| I, Shri/Smtshereby undertake that all the documents / certificates su & Maintenance services of IQ at Door Sanchar Bhawan District) are true and are exact copies of the original documents. | & Telephone Kendra, Rourkela of Rourkela Telecom |
|--|---|
| | ormation furnished in the documents / certificates ery right to take suitable action against me including |
| Place: | Signature of tenderer /authorised signatory |
| Date: | Name & Seal of the tenderer |