



**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
**OFFICE OF THE GENERAL MANAGER TELECOM,**  
**ITANAGAR, ARUNACHAL PRADESH -791 111**

**e-TENDER**  
**FOR**  
**DEPLOYMENT OF SECURITY GUARDS IN**  
**ARUNACHAL PRADESH SSA**

**TENDER ENQUIRY NO: WG-256(E)/ARPSSA/SG/2018-19/2      DATED 11/07/2018**

**DUE DATE OF OPENING: 20/09/2018**

**VALIDITY OF OFFER: 180 DAYS FROM DATE OF OPENING**

<b>Cost of Bid Document</b>	<b>Rs.1180/- Only (Incl. 18%GST)</b>
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**This bid document contains a total of 36(Thirty Six) pages**

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## SECTION I



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

**NOTICE INVITING e-TENDER**

TENDER ENQUIRY NO: WG-256(E)/ARPSSA/SG/2018-19/2

DATED 11/07/2018

On behalf of BSNL, the General Manager (Telecom), Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111 invites e-Tenders from reputed and experienced agencies having licence for providing private security guards in entire Arunachal Pradesh for deployment of security guards in BSNL Arunachal Pradesh SSA.

Name of Tender	Deployment of Security Guards in BSNL Arunachal Pradesh.	
Approximate Quantity	46 Nos.	
Duration of Contract	One year with an option for extension for another one year	
Tender Enquiry No. and Date	WG-256(E)/ARPSSA/SG/2018-19/2	Dated 11/07/2018
Estimated Cost	Rs. 92,00,000/-	
Cost of Bid Document	Rs. 1180/- <b>(Including 18% GST)</b>	
EMD	Rs. 1,84,000/-	
Tender Processing fee	<b>Tender Processing fee : Rs. 4342/- (Including 18% GST)</b> (0.04% of Tender Value subject to maximum of Rs.5000/-)	
Bid/Document Downloading/Uploading	Start Date: 08/08/2018	End Date: 20/09/2018
	Start Time: 1000Hrs	End Time: 1459Hrs
Tender Closing Date and Time	Closing Date: 20/09/2018	Closing Time: 1500Hrs
Date and Time of Opening of Tender (Technical Bid)	Date: 20/09/2018	Time: 1530Hrs
	Venue: Conference Hall, O/o the GMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

The interested bidder may visit [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) and participate in the e-tender.

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

## SECTION – II

### INSTRUCTION TO BIDDERS

**1. Scope of Works: To provide security services to BSNL establishment as per requirement of BSNL in addition for providing safety and security of the property within the specified boundary, at various areas of Arunachal Pradesh SSA.**

**2. Eligibility criteria:**

2.1 The bidder should have valid licence from State government for providing private security guards in entire Arunachal Pradesh.

2.2 A valid Solvency certificate of minimum of Rs15 Lakhs from Nationalized /Scheduled Bank.

**3. Document to be submitted as proof of bidders eligibility:**

3.1 Valid licence from State government for providing private security guards in entire Arunachal Pradesh.

3.2 A valid Solvency certificate of minimum of Rs.15 Lakhs from Nationalized /Scheduled Bank. BSNL will cross verify the Solvency certificate from issuing Bank, if required. The Solvency certificate should be valid at the time of tender opening.

3.3 Partnership deed in case of partnership firm.

3.4 Power of Attorney in case the bid document is signed & submitted by Power of Attorney holder.

3.5 An undertaking by the bidder that the Labour Licence from Central Labour Commissioner, Govt. of India, will be arranged within one month from issue of work order as per the format in Annexure X.

3.6 A copy of valid PAN card of the firm or Owner.

3.7 A copy of valid EPF registration document and EPF Account No.

3.8 A copy of valid GST REGISTRATION document and Registration number.

**4. Cost of bidding:**

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

**5. Instructions for Online Bid Submission**

5.1 Bidders to submit the bids online through the **[www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)**

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

5.3 Bidder should do the enrolment in the e-tender website **[www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(i) Bid Form (ANNEXURE- I)**

**(ii) Certificate of non-participation by family members (ANNEXURE-VI)**

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

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

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

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

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

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

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

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

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

## **6. Bid Document:**

6.1 Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to bidders
- c. Special Conditions of contract.
- d. Schedule of Security Activities.
- e. Bid Form
- f. Bid Security (EMD) Form
- g. Performance Security (Guarantee) Form
- h. Schedule of requirements.
- i. Letter of Authorization to attend Bid opening
- j. No near relative certificate
- k. Bidder's Profile
- l. Proforma for Power of Attorney.
- m. Format for Agreement.
- n. Schedule of rates.
- o. Financial Bid (Price Schedule).
- p. Check list.

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

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

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

## **7. Amendment to Bid document:**

7.1. At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

7.2. The amendments shall be notified online only through corrigendum, if any.

7.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

## **8. Bid Price:**

8.1 RATES TO BE QUOTED BY TENDERER. The rates should be quoted for the Service Charge over and above the Basic rate as per the format given in the Financial Bid. The rates should be quoted both in words & figures. In case of discrepancy, lower of these rates will be considered. If rate is not quoted in both in words and figures, it will lead to cancellation of the bid.

## **9. Bid Security (EMD):**

9.1 Bidder should submit the **EMD Rs. 1,84,000 /- (One Lakh Eighty Four Thousand)Only** in offline. The Demand Draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of "Account Officer (Cash), BSNL, Itanagar" payable at "SBI, Itanagar". The original should be posted/couriered/given in person to "AGM (Plg), O/o the GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111", within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

9.2 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs whichever is lower. In case of bidder, having monetary limit as "WITHOUT LIMIT" the exemption will be limited to Rs. 50,00,000/- (Rupees fifty Lakhs only) as per the existing policy of BSNL. Any Small Scale Industry / firm claiming exemption from the payment of bid security shall submit the copy of the current registration with National Small Industries Corporation (NSIC) for the tendered items along with documents in respect of their monetary limit and financial capabilities duly certified by the NSIC

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

9.4 The Bid Security may be forfeited.

- a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b. If the successful bidder fails
  - i. To sign contract
  - ii. To furnish performance security.
  - iii. The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

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

## **10. Format and signing of bid:**

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



## 11. Submission of Bid:

11.1 Bidder should log into the site [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

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

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

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

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

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

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

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

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

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

## 12. Bid opening:

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

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

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

### **13. Clarification of Bids:**

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

### **14. Bid Evaluation:**

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

14.2 The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be

conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

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

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

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

14.6 In case of any doubt, BSNL may verify the original document or ask verification report from issuing authority, if there is any requirement during the process of evaluation.

### **15. Award of Contract:**

15.1 BSNL shall consider placement of advance work order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance work order, give his acceptance along with performance security in conformity with Clause 20 of SECTION-II of the bid document.

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

15.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category. BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall give his acceptance along with performance security in conformity with Clause 20 of SECTION-II of the bid documents within ten(10) days of issue of letter of intent and execute one agreement in the prescribed format as per in ANNEXURE-IX.

15.4 The BSNL reserves the right to vary the quantity by  $\pm 25\%$  as per the actual requirement from time to time.

## **16. BSNL's right to accept any bid and to reject any or all bids:**

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

## **17. Signing of Contract**

**17.1** Signing of Agreement as per format in ANNEXURE-IX shall constitute the award of contract on the bidder.

**17.2** Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security pursuant to Clause 9 of SECTION-II.

## **18. Annulment of Award**

Failure of the successful bidder to comply with the requirement of Clause 17 of SECTION-II shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

## **19. Period of validity of bids:**

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

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

## **20. Performance Security:**

20.1 The successful bidder shall be required to deposit an amount equal to 10% of the tendered value within 10 days of conveying BSNL's intention for accepting the bid as Performance security.

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

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

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

## **21. Payment Terms:**

The Contractor shall submit the wages bills for every month to BSNL by 5<sup>th</sup> day of every following month and payment of the said bills will be made by BSNL for which it is due by online transfer. No advance payment will be made under any circumstances.

## **22. Period/Renewal of contract:**

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

a) The agency providing security service (i.e. the current contractor) is still having valid licence from State Govt. for providing private security guards in entire Arunachal Pradesh.

b) Notice in writing of its intention to renew the contract is to be given by the BSNL to the Contractor at least 1 month in advance prior to the end of its current validity period.

## **23. Termination of Contract:**

The agreement can be terminated by either side upon giving one month's notice in advance in writing except in the event of failure of security service on the part of the Contractor in which case the agreement will be terminated without giving any advance notice. The decision of the BSNL as to what constitutes

failure of security services shall be final and binding on the Contractor and shall not be questioned by him in any manner.

#### **24. Arbitration**

- a. All disputes and differences whatsoever arising between the BSNL and the contractor out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof, shall be settled by General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh (herein after referred to as the said officer) who will be sole arbitrator in all the cases. If the said officer is unable or unwilling to act as such to the sole arbitration then some other person appointed by the CGMT, NE-II Telecom Circle, BSNL, Dimapur shall function as sole arbitrator.
- b. There will be no objection that the arbitrator is government servant or that he has to deal with the matter to which contract relates or that in the course of his duties as government servant he has expressed views on all or any of the matter under dispute. The award of arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act, of any reasons what so ever, CGMT, NE-II Telecom Circle, BSNL, Dimapur shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract and the persons so appointed shall be entitled to proceed from the stage at which it was left over by his predecessor.
- c. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules there under, any modification or reenactment thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- d. The venue of arbitration proceeding shall be in the office of General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or such other places as the arbitrator may decide. It shall be in the High Court of Guwahati (Itanagar Bench) alone, which will have jurisdiction with regard to this agreement.

#### **25. Force Majeure**

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 shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due to fault of negligence of the party and defaults, neither party shall by reasons of such event be entitled to terminate this contract, nor shall either party have any such claim for damages against the other in respect of such non-performance or delaying performance, and works under the contract shall be resumed as soon as practicable after such event may come to end or cease to exist, and the decision of the BSNL, as to whether the works have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at this opinion terminate the contract.

#### **26. Set-Off**

Any sum of money due and payable to the "Contractor" including performance security deposit if any refundable to him under this contract, it may be appropriated by the BSNL and setoff the same against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the BSNL.

## **SECTION-III**

### **SPECIAL CONDITIONS ON CONTRACT**

1. The following special conditions shall be read in conjunction with general conditions of contract and amendments /correction there to. If there are any provisions in this conditions which are at variance with the provision in the above mentioned documents, the provisions in the special condition shall take precedence.
2. BSNL reserves the right to terminate the agreement at any point of time in case of unsatisfactory performance, in which case the Security Deposit shall stands forfeited. The decision of General Manager, BSNL, Itanagar, shall be final and binding in this regard.
3. BSNL shall not reimburse any charges or compensate for the loss of the material or the injuries suffered by the guards engaged by the approved tenderer/ contractor for security services during the period of agreement.
4. The tenderer/ contractor shall be responsible for the loss of any items and compensate in full the loss sustained by BSNL on account of damage/ loss of material during discharge of security activities.
5. The tenderer/ contractor shall maintain the appropriate and relevant registers as specified by the BSNL, Arunachal Pradesh and get the signatures from the officers identified for the purpose (SDOT/SDE(Admin)). These registers should be submitted at the time of processing monthly payments for issue of certificate supporting the bills that the security services are provided as required.
6. The responsibility for the safety of security guards engaged by the tenderer/ contractor at shall be entirely of the tenderer/ contractor only.
7. BSNL shall in no case be liable or responsible for payment of compensation under any Act in respect of the security guards. The Tenderer/ contractor shall comply with all statutory obligations under the Central Govt. and State Govt. Acts from time to time. The Tenderer/ contractor shall be solely responsible for the death/ accidents/ injuries to its guards in the course of their duties and shall adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured, etc. BSNL shall in no case be liable or responsible for payment of any damage or compensation to such persons or to third parties. Every security guard employed by the tenderer/ contractor shall be deemed to be the Tenderer's worker and no such worker shall have any claim or right whatsoever against BSNL.
8. The security guard employed shall be bound to observe all the instructions issued by BSNL, Arunachal Pradesh, concerning general discipline and proper behavior.
9. The tenderer/ contractor shall submit bills on monthly basis as per agreed rates. The tenderer shall deploy only those persons whose antecedents have been verified by the Police. Proper identity cards are to be issued by tenderer/ contractor to their security guard.
10. BSNL, Arunachal Pradesh, shall not be liable to provide any residential accommodation or transport to the Security guards/manager.
11. No cooking or lodging shall be allowed inside the exchange/office.
12. The tenderer/ contractor shall not be permitted to transfer its rights and obligations under this agreement to any other person or organization. The tenderer shall not engage any subcontract or transfer the contract to any other person/firm.
13. The tenderer / contractor is bound by the details and documents furnished by it to BSNL, Arunachal Pradesh. In case, any of the details or documents furnished by it is found to be false at any stage, the BSNL shall have the right to proceed against the tenderer/ contractor under the process of law. The tenderer / contractor shall not impose any other conditions during the period of agreement.

14. In case of breach of any of the terms of agreement by the tenderer/ contractor, the Security Deposit is liable to be forfeited. Any sum of money due or payable to the tenderer/ contractor including the security deposit refundable to it under the agreement can be appropriated by the BSNL
15. Any other provisions as advised by the Corporate Office, BSNL, New Delhi shall be incorporated in the agreement. The same shall also be binding on the tenderer/ contractor.
16. The Tenderer shall be responsible for the compliance of statutory provisions of various enactments that are applicable to them. The tenderer/ contractor shall submit to AGM (Plg), BSNL, Itanagar, copies of bank challans/On line details and Annual statements of Provident Fund in form 6A for the remittance made for the guards deployed every month.. The payment of the employer share of EPF for the guards engaged shall be the sole responsibility of the tenderer/ contractor.
17. The tenderer/ contractor making payment to workers by cheque or by crediting the wages in their bank account should do after obtaining written authorization of the work men.
18. The tenderer/ contractor shall ensure that the required returns are prepared and submitted to the respective authorities. The security guard deployed by the tenderer/ contractor must carry their photo identity cards duly certified/ issued by the agency/ contractor.
19. Canvassing in any form is strictly prohibited and tenders submitted by tenderers who resort to canvassing shall be liable for rejection.
20. The BSNL reserves the right to disengage any security guard as per actual field requirements or if he is not found to protect the interest of BSNL.
21. If any of the security guard is found to indulge in indiscipline, non-punctual, not following order of BSNL Officer, come to duty in drunken status or, misbehave or misconduct, the BSNL shall remove the security guard outright from the service.
22. The successful bidder shall submit the list of security guard proposal to engage by them to BSNL along with photograph, ID proof Address proof, Aadhaar card and other relevant documents. The security guard shall be engaged by the agency only after approval of the same by BSNL. The BSNL also reserves the right to propose name of eligible security guard to the agency and it shall be binding on the agency to engage them.
23. The Tender is subject to the discharge of the duties, responsibilities and obligations imposed as such under the following acts and is the exclusive responsibility after the acceptance of the tender by the Security Agency:-

- (i) The Minimum Wages Act, 1948 with rules and orders and notifications issued there under from time to time.
- (ii) Contract Labour (Regulations & Abolition) Act 1970 with rules, orders and notifications made there under from time to time.
- (iii) Industrial Dispute Act, 1947 with Rules Orders, & Notifications issued there under from time to time.
- (iv) The workmen Compensations Act 1923 with rules, orders & Notifications issued there under from time to time
- (v) Shops and Establishments Act if applicable with Rules, Orders & Notifications Act if applicable with Rules, Orders & Notifications issued there under from time to time.
- (vi) Payment of Gratuity Act 1972 with Rules, Orders & Notifications Act if applicable with Rules, Orders & Notifications issued there under from time to time.
- (vii) Payment of Wages Act 1936 with Rules, Orders & Notifications Act if applicable with Rules, Orders & Notifications issued there under from time to time.
- (viii) Employees Provident Fund & Miscellaneous provisions Act 1952 with Rules, Orders & Notifications Act applicable with Rules Orders & Notifications issued there under from time to time.

24. The remittance of EPF recovery to EPF Authority from the wages on monthly basis, with documentary evidence is to be submitted.
25. The relieving charges will be payable for the security guard who are engaged for all the days in a month because the minimum wages is payable for 26 working days wherein four/five holidays are allowed.
26. Security guards used in the office for the purpose other than security are already availing weekly off of four/five more days and therefore, for those cases no relieving charges will be applicable.
27. In the event of theft / pilferage of the material or property in the premises, the Agency shall submit report and actively assist BSNL. If the exchange/office in-charge decides to report such incidents to police / Court, the Agency should follow up the case till the case is closed or discharged from Court of Law.
28. If the Security Guard earmarked for the duty at a site by the agency does not turned up or remain absent, the contractor should arrange alternate security guard for those period and wages shall be paid on pro rata basis per Security Guard for absent period.
29. The payment to workers shall be made through ECS to their respective bank accounts. A proof of payment of salary, EPF, etc. should be submitted to BSNL before claiming bill of the next month.
30. The security agency has to make stay arrangement for their security guards as BSNL will not be able provide the same.
31. Penalty:  
If the agency fails to arrange alternate security guard for absence for more than 2 days, penalty of Rs.1000/- per security guard per day shall be imposed subject to a maximum of Rs. 10,000/-. Further, non-compliance of provision of requisite number of security guards shall amount to forfeiture of security deposit.
32. Strike by Security Agency on account of any dispute between the agency and their guards regarding wages or other reasons shall not be deemed to be a reason beyond the Security Agency's control and the agency shall be responsible for any loss or damage which the BSNL may suffer on this account.
33. In case of any additional financial burden on the Agency due to revision in minimum wages during the pendency of the contract, the same shall be reimbursed on submitting the documentary evidence to that effect.
34. The Successful Tenderer / Contractor shall provide required uniforms and other essential items/allowances to all the security guards being employed on this contract. A complete set of uniform covering winter and summer season shall be provided by the Contractor for the manpower deployed by him.

35. The successful Tenderer should arrange the Security Guards as per the requirements of BSNL, Arunachal Pradesh, location wise, number of guards, duty hours, etc., and also as per changes required during the course of contract.
36. It will be binding on the successful bidder shall follow all the terms and conditions given in Arunachal Pradesh Private Security Agencies (Regulation) Act,2005 and Arunachal Pradesh Private Security Agencies Rule,2009.
37. BSNL reserves the right to award the work to more than one bidder at L1 Rate.
38. BSNL reserves the right to terminate the agreement by giving One month's notice in advance to the contractor, any time, if situation arises in future.
39. The contractor should impart necessary training to the security guards from time to time.
40. The security guards should not participate in any strike/bandh called by any Union/Association of BSNL.
41. The complete set of uniform covering winter and summer season shall be provided by the contractor for the manpower deployed by him.



## SECTION-IV

### SCHEDULE OF THE SECURITY ACTIVITIES

#### (A) SECURITY PROCEDURE:

- 1) Main Gate: While controlling the entry through the main gate the following points may be kept into consideration:-
  - a. Each Check point shall maintain a register and the security guard manning the check point is responsible to make proper entries in this register.
  - b. In order to allow taking away of the departmental material / stores / equipments, etc., a printed standard gate pass is available and the booklets containing these passes are kept with the BSNL authority to issue the same.
  - c. While issuing a gate pass three copies shall be prepared for use as under:-
    - (i) First copy - To be kept by the Issuing Authority.
    - (ii) Second Copy - To be kept by the Security Guard.
    - (iii) Third Copy - To be retained by the person carrying the goods.
  - d. The record of any major items being taken out of the exchanges / offices shall be maintained.
  - e. They shall check the materials / properties going out of exchanges / offices as per the procedures lay down by the BSNL Authority.
  
- 2) Detailed Instructions related to each post are given as under. However, these are subject to change as per the need of the administration.
  - a. The Officers / staff without identity cards may be allowed entry once or twice with an entry in the register. In case of repetition, this may be brought to the notice of the BSNL Authority for a decision.
  
  - b. Visitors coming to meet the officers of the department for official / private purposes may be allowed entry after making proper entry in the register and after issue of ENTRY PASS as per the instructions given below: -

The security guard on duty shall verify whether the concerned officer is on duty and is willing to meet the visitors. Having ascertained as above the security guard shall make an entry in register and issue the entry pass to the visitor. The visitor is supposed to return this pass to the security guard duly signed by the officer whom he met, at the time of leaving. This may be ensured by the security guard on duty
  
  - c. The presence of the security guard at the gate should in no case be a source of harassment to the bona-fide officers/ officials / visitors.
  
  - d. Departmental stores / equipment should not be allowed to go without gate pass and proper entry in the register.
  
- 3) All authorized persons/ staff may be allowed to pass freely. Any person of doubtful integrity, anti-social elements, unknown persons, person in drunken state or person with weapon/sharp weapon should not be allowed to enter. No stranger is allowed entry. The Security guard on duty has to use his own discretion or take advice of BSNL Officer in charge in appropriate cases.

## **(B) DUTIES OF SECURITY GUARDS.**

- (1) The security agency shall provide security guards to carry out the security work satisfactorily on round the clock basis.
- (2) The security agency shall provide replacement of security guard in case of protracted illness, absenteeism, casual, sick leave, weekly off, etc. so as to ensure full staff complement at all times.
- (3) While on duty they shall remain standing at the check post located at various gates of the Quarter Complex/exchanges / offices and shall always remain alert throughout the duty period.
- (4) They shall man the security check post located at the various gates of the Quarter Complex/ exchanges / offices and at any other point specified by the BSNL Authority.
- (5) They shall patrol the entire exchanges / offices during day and night. The patrolling should also be resorted to along the boundary wall wherever possible to check unauthorized entry / exit of men and material. The guards on night patrol duty shall lodge a complaint about the faulty lights on the electric poles with sub-station over phone. Also they shall report to concerned official about running water from water hydrants and taps.
- (6) They shall also follow any other methods / instructions prescribed / issued by the BSNL, Authority in regard to the security from time to time.
- (7) If there is fire in any part of Quarter Complex / exchanges / offices, the security guard shall also help the firefighting officers in extinguishing the fire. He should also inform the officer-in-charge of Exchange /Office in case of fire or any other hazards.
- (8) They shall physically frisk the visitors and ensure regulation of queues, etc. All the visitors shall be regulated through entry gate after thorough checking and they shall be regulated to go out of the premises through exit gate only.
- (9) They shall monitor and regulate the movement of person entry into the premises.
- (10) They shall not allow bags, articles to be taken inside the premises; they may be checked and deposited.
- (11) They shall monitor the movement of vehicles.
- (12) They shall check the persons loitering in the premises without any purpose.
- (13) They shall check the premises and see for the abandoned articles, packages, etc.
- (14) They shall check the toilets, staircases for any abandoned articles.
- (15) They shall watch out for the persons moving in suspicious manner i.e. wearing unsuited clothes for the season. They shall search the dress for arms or explosives minutely etc. and leaving any articles.

- (16) They shall question the persons moving suspiciously.
- (17) They shall take over/make over the charge wherever round the clock Security Guards are available.
- (18) In the event of theft to the company's properties, the security agency shall submit the report based on the investigation. If it is emerging that the security guards of the security agency are prima facie involved in such theft, then the security agency shall remove those security guards from BSNL duty and actively assist the company to report such incident to the police on advice from the company and do the necessary follow-up on the same. If required on BSNL's advice, the security agency shall file FIR with police and carry out the necessary follow-up.
- (19) No additional charges shall be entertained for the security supervisor to visit the location.
- (20) The BSNL officers will carry out inspection of security guard performance from time to time. If any security guard is found to be negligent towards his duty or found to be in drunken condition, then that security guard should be removed and replaced by the agencies as per direction of BSNL.
- (21) The BSNL, Itanagar, may assign additional duties and responsibilities to the security guard from time to time as per the actual field requirements and conditions.

**ANNEXURE-I**

**BID FORM**

Dear Sir,

1. Having the condition of contract and Service to be provided Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide security guards in conformity with the condition of contract and specification 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 10 days of being called upon to do so and bear all expenses including charges for stamps, etc. and agreement will be binding on us.
3. If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent any replacement.
7. We understand that you are not bound to accept the lowest of any bid, you may receive.

Dated this.....Day of.....2018

Signature of

In capacity of

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

Witness.....

Address.....

Signature.

**ANNEXURE-II**

**BID SECURITY (EMD) FORM**

Whereas.....(Hereafter called “the Bidder”) has submitted its bid dated..... for deployment of security guards in BSNL, Arunachal Pradesh vide Tender Enquiry No.....

KNOW ALL MEN by these presents that, We..... having our registered office at .....( here after called “the Bank”) are bound unto the General Manager Telecom BSNL, Itanagar, in the sum of Rs..... for which payment will and truly to be made. The Bank binds itself, its successors and assigns by these presents.

**THE CONDITIONS OF THE OBLIGATION ARE:**

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the BSNL during the period of bid validity,
  - a) Fails or refuses to execute the contract, if required, or
  - b) Fails or refuses to furnish performance security, in accordance with the instruction to bidders.

We undertake to pay to the General Manager Telecom, BSNL, Itanagar, up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, the General Manager Telecom, BSNL, Itanagar will note that the amount claimed by it due to owing to the occurrence of one or two or both condition or conditions.

This guarantee will remain on force as specified in Clause 19 of Section-II of the Bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Name of Witness

Telephone no. of Branch

Address of Witness

Fax No. of Branch

**ANNEXURE-III**  
**PERFORMANCE SECURITY (GUARANTEE) FORM**  
**(On Non Judicial Stamp paper of Rupees Hundred Rs. 100/-)**

In consideration of General Manager Telecom District, Bharat Sanchar Nigam Ltd, Itanagar (herein after called the GMTD, BSNL, Itanagar) having agreed to exempt.....(here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs.....on production of Bank guarantee for Rs.....for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for deployment of Security Guards in BSNL, Arunachal Pradesh, we, (Name of the Bank).....(herein after referred to as 'the Bank') at the request of.....Contractors do hereby undertake to pay to the GMTD, BSNL, Itanagar an amount of not exceeding.....against any lost or damage caused to or suffering or would be caused to or suffered by the GMTD, BSNL, Itanagar by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

We (Name of the Bank).....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the GMTD, BSNL, Itanagar stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the GMTD, BSNL, Itanagar, reason of breach by the said contractor of any f the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amount due and payable by the Bank under this guarantee where the decision of the GMTD, BSNL, Itanagar 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 Rs.....

We undertake to pay to the GMTD, BSNL, Itanagar, any money so demanded not withstanding any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under the bound shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.

We (Name of the Bank).....further agree that the guarantee herein contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the GMTD, BSNL, Itanagar, under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till GMTD, BSNL, Itanagar, certifies that the terms and condition of the aid agreements have been fully and properly carried out by the said contractor (s) and accordingly discharge this guarantee.

We (Name of the Bank) further agree with the GMTD, BSNL, Itanagar, that the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the GMTD, BSNL, Itanagar, against the said contractor (s) and to forebear or enforce any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the GMTD, BSNL, Itanagar or any indulgence by the GMTD, BSNL, Itanagar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor/Supplier.

This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date.....

For.....  
(Indicating the Name of the Bank)

**ANNEXURE-IV**

**SCHEDULE OF REQUIREMENTS**

<b>Sl. No.</b>	<b>Descriptions</b>	<b>No. of Persons (approx.)</b>
<b>1</b>	<b>Security Guard(without ARM)</b>	<b>39</b>
<b>2</b>	<b>Security Guard(with ARM)</b>	<b>7</b>

<b>Sl. No.</b>	<b>Place of Deployment</b>	<b>No. of Gunman</b>	<b>No. of Security Guard</b>	<b>Controlling Officer</b>
1	GMTD Office &E-10B Exchange, Itanagar	2	3	SDE (Admin)
2	UHF Station Quarters		4	SDE (Admin)
3	Satellite Station Quarters		6	SDE (Admin)
4	Banderdewa Stores		3	SDE (Store) BDW
5	OCB Exchange		2	SDE OCB
6	Telephone Exchange, Naharlagun	1	2	SDOT/Naharlagun
7	TR Staff Quarters		3	SDOT/Naharlagun
8	DTO, Naharlagun		1	SDOT/Naharlagun
9	Tawang		1	SDOT/TWG
10	Bomdila	1	0	SDOT/BDL
11	Seppa	1	1	SDOT/SPA
12	Ziro		1	SDOT/ZRO
13	Daporijo		1	SDOT/DPJ
14	Along		1	SDOT/ALG
15	Yingkiong		1	SDOT/YKG
16	Pasighat	1	1	SDOT/PSG
17	Roing		1	SDOT/RNG
18	Tezu		1	SDOT/TZU
19	Namsai		1	SDOT/NMI
20	Changlang	1	1	SDOT/CHG
21	Khonsa		1	SDOT/KSA
22	Deomali		1	SDOT/KSA
23	Store Site Location at GMTD Office		2	SDE OCB
	<b>Total</b>	<b>7</b>	<b>39</b>	

**ANNEXURE-V**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach on or before date of bid opening)

To,  
The AGM (Planning) O/o the GMTD, Itanagar  
Bharat Sanchar Nigam Limited

Sub: Authorization for attending bid opening on .....(date) in the Tender of  
.....

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate representative  
Signature of Bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder

Note: 1 Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received. The tender must be accompanied with earnest money as mentioned above in the shape of the Bank draft from SBI or any nationalized Bank in favour of Accounts Officer (Cash), BSNL, O/o the GMTD, Itanagar payable at Itanagar. Tender submitted without earnest money will be rejected.

**IT IS A SPECIMEN COPY.**

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



**ANNEXURE-VI**

NO NEAR RELATIVE CERTIFICATE

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

Sir,  
Sub: No Near Relative Certificate

Ref: Tender Notification No. \_\_\_\_\_ Dated \_\_\_\_\_

“I ..... S/o .....

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

Definition of near relative:

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

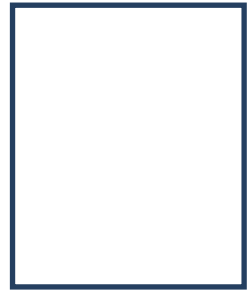
Yours truly,

(Signature with seal)

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

**ANNEXURE-VII**

**BIDDER'S PROFILE**



- 1 Name of the bidder/firm:-
2. Name of the person submitting the tender whose Photograph is affixed Shri / Smt :-
  - (i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney (who is signing this bid) duly self-attested should be affixed in the appropriate box
  - (ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder
  - (iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.
  - (ii) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.
3. Experience certificate particulars :-  
(Attested copy enclosed).
4. Registration certificate particulars :-  
(Attested copy enclosed).
5. Permanent income tax A/C No. :-
6. GST Registration No.:-
7. Registration & incorporation particulars of the Firm/Company to be submitted are:-
  - (i) Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm , on a non- judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.
  - (ii) Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
  - (iii) Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.
8. Tenderer's bank details:
  - i) Name of Bank: -----
  - ii) Current Account No: -----
  - iii) Bank IFSC Code: -----
  - iv) MICR Code: ----- for ECS payment.
9. Email ID :-
10. Any other document's particulars :-  
(Attested copies enclosed)

I/We certify that above mentioned particulars are correct & true.

I/We hereby declare that I/We have gone thoroughly each and every page of attached sections (I to III) & signed accordingly on each and every page of tender document.

I/We further declare that I/We shall abide by to all terms and conditions as per various pages of tender document.

SIGNATURE OF THE TENDERER ..... DATE.....

FULL NAME OF THE TENDERER .....

ADDRESS OF THE TENDERER .....

.....

PIN CODE.....

**TEL. No. (Landline):** ..... **Mob. No:** .....

**ANNEXURE-VIII**

**PROFORMA OF POWER OF ATTORNEY**  
**Non-Judicial Stamp**

Be it known all to whom it concerns that:-

1. Shri \_\_\_\_\_ S/o \_\_\_\_\_ Residing at \_\_\_\_\_  
2. Shri \_\_\_\_\_ S/o \_\_\_\_\_ Residing at \_\_\_\_\_  
3. Shri \_\_\_\_\_ S/o \_\_\_\_\_ Residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_  
(Address) \_\_\_\_\_

hereby appoint Shri \_\_\_\_\_ S/o \_\_\_\_\_ residing  
at \_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and  
sign and execute all documents/agreements binding the firm for all contractual obligations (including  
references of cases to arbitration) arising out of contracts to be entered into by the firm with the GM, BSNL,  
Itanagar in connection with their Tender Enquiry No: \_\_\_\_\_ dated \_\_\_\_\_  
for \_\_\_\_\_ due for opening on \_\_\_\_\_.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning  
M/s \_\_\_\_\_. And I/We hereby agree to confirm and  
ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of  
the authority hereby conferred on him including references of cases to arbitration and the same shall be  
binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

1.  
2.  
3.

Signature of the Proprietor/Partners/Directors

1.  
2.

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED  
Notary Public  
(Signature with Official Seal)

OR  
REGISTERED  
Before

(SUB – REGISTRAR) ..... (of concerned State)

## ANNEXURE-IX

### FORMAT FOR AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Bharat Sanchar Nigam Limited and having its registered Office at \_\_\_\_\_ (here in after as BSNL) represented by the General Manager Telecom, ARP SSA, Itanagar, Arunachal Pradesh, on the part and \_\_\_\_\_ (name of Company) incorporated under the Indian Company Act, 1956 and having its Registered office at \_\_\_\_\_ hereinafter called the Contractor which expression shall include their heirs, executors, administrators and assignees/partner or partners for the time being constitute the said firm, their, or his survivors and their respective heirs, executors, administrators and assignees of the other party.

Whereas, the Contractor has agreed to carry out the work of providing security coverage to the specified locations of BSNL as per the rate given at **Section - V**

And, whereas in this respect both the above parties have agreed to work upon the terms and conditions hereinafter recorded, this agreement witnessed as follows:-

1. This agreement shall come into effect from \_\_\_\_\_
2. That the contractor will provide security guards in the areas mentioned at ANNEXURE-IV who are trained in security duties for carrying out security and related works assigned to them by BSNL or its nominee.
3. That BSNL shall pay to the Contractor for the Security Services rendered at the rates given in SECTION-VI on monthly basis.
4. (a) The successful bidder shall submit the list of security guard proposed to be engaged by them to BSNL along with photograph, ID proof Address proof, Aadhaar card and other relevant documents. The security guard shall be engaged by the agency only after approval of the same by BSNL. The BSNL also reserves the right to propose name of eligible security guard to the agency and it shall be binding on the agency to engage them.  
(b) The police verification for the Security personal employed for duty at the areas mentioned in ANNEX-IV will be obtained by the contractor and made available to the BSNL. The Contractor shall also ensure compliance of all statutory laws including Government rules and regulations regarding employment and working conditions of personal employed by them including payment and various statutory facilities enforced from time to time. Payment to personnel employed by Contractor shall be made in presence of an officer nominated by the BSNL. The Contractor will be responsible for any fines imposed on them for non-compliance of such rules.
5. The rate as given in the SECTION-V will be subject to review in accordance with directives of the Labour Commissioner, Govt. of Arunachal Pradesh, on minimum wages or as per Central Govt. guidelines. Actual deployment of the security personnel at the scheduled rates will be made against specific work orders as per requirements of BSNL.
6. There may be additional requirement of security guard in other areas other than those mentioned in ANNEX-IV from time to time. The Contractor shall accordingly provide the security guards to the designated areas on the same terms and conditions within a fortnight from the receipt of specific work order from the BSNL as per the rate given in SECTION-V.
7. **Payment Terms:-**

The Contractor shall submit the wage bills for every month in accordance with State/Central Govt. norms to the BSNL by 5<sup>th</sup> day of every following month and monthly

payment of the said bills will be made BSNL on or before 10<sup>th</sup> day of the following is due by an account payee Cheque No advance payment will be made under any circumstances.

8. Security Duties will be performed by personnel of the Contractor round-the-clock as per the security requirements of BSNL in 8 hours shifts. Off-hour inspection will be carried out by BSNL authorities. The Contractor shall ensure that the personal deployed for security duties are well dressed in uniform and have all necessary equipment with them.
9. The Contractor will ensure that its personal do not allow any property of BSNL or of its employees to be taken out of the premises without a gate pass signed by a designated official from BSNL.
10. It shall be sole responsibility of the Contractor to ensure security and safety of all the property (moveable & immovable assets) of BSNL. If the security personal provided by the Contractor are suspected to be directly or indirectly involved in any theft or pilferage, the Contractor would have to make good the loss. The decision of BSNL in this regard shall be final and binding.
11. The personnel of the contractor shall not be deemed to be the employees of BSNL and they shall not claim any salary and allowances, compensation, damages or anything arising out of their employment/duty under this agreement.

**12. Performance Security:**

The Contractor will deposit a sum of Rs \_\_\_\_\_ - @ 10% annual billing) in the form of a Bank Guarantee from a scheduled/nationalized bank as Performance Security with the BSNL for the satisfactory performance of work by the Contractor and the BSNL shall be at liberty to encased the Bank Guarantee against damages, cost charges or expenses arising out of the 'Party's failure to observe any of the term & conditions of this contract.

13. BSNL is to provide, at no extra cost to the Contractor, suitable living accommodation for the security personnel as close to the place of their work as possible.
14. The infrastructure developed by BSNL for security purpose and used by the Contractor is exclusively the property of BSNL and is to be handed over/or vacated at the time of termination of the contract or whenever the BSNL desires.
15. The personnel of the Contractor must maintain proper code of conduct in the BSNL premises and shall not develop any sort of relationship with the inhabitants in and around the premises.
16. The unit in-charge of the Contractor will render all assistance to BSNL in dealing with the Police authorities in all matters connected with security including follow up action or FIRs. The responsibility for filing FIR rests with BSNL.

**17. Period/Renewal of Contract:**

The contract shall be for a period of one year from the date of commencement. However it can be renewed for another one year on the same term and conditions subject to the following condition:

- a) The agency providing security service (i.e. the current contractor) has private security guard licence for the entire state from Govt. of Arunachal Pradesh which is still valid.
- b) Notice in writing of its intention to renew the contract is given by the BSNL to the Contractor at least 1 month in advance prior to the end of its current validity period.

**18. Termination of Contract:**

This agreement can be terminated by either side up on giving one month's notice in advance in writing except in the event of failure of security services on the part of the Contractor in which case the agreement will be terminated without giving any notice. The

decision of the BSNL as to what constitutes failure of security services shall be final and binding on the Contractor and shall not be questioned by him in any manner.

**19. Arbitration:**

- a) All disputes and differences whatsoever arising between the BSNL and the Contractor out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof, shall be settled by General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh (herein after referred to as the said officer) who will be sole arbitrator in all the cases. If the said officer is unable or unwilling to act as such to the sole arbitrator then some other person appointed by the CGMT, NE-II Telecom Circle, BSNL, Dimapur shall function as sole arbitrator.
- b) There will be no objection that the arbitrator is government servant or that he has to deal with the matter to which contract relates or that in the course of his duties as government servant he has expressed views on all or any of the matter under dispute. The award of arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act, of any reason what so ever, CGMT, NE-II, Telecom circle, BSNL, Dimapur shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract and the persons who appointed shall be entitled to proceed from this stage at which it was left over by his predecessor.
- c) The arbitrator may from time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules there under, any modification or reenactment thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- d) The venue of arbitration proceeding shall be in the office of General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or such other places as the arbitrator may decide. It shall be Court of Guwahati (Itanagar Bench) alone, which will have jurisdiction with regards to this agreement.

**20. Force Majeure**

If at any time, giving the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due fault of negligence of the party and defaults, neither party shall by reasons of such event be entitled to terminate this contract, nor shall either party have any such claim for damages against the other in respect of such non-performance or delaying performance, and works under the contract shall be resumed as soon as practicable after such event may come to an end or cases to exist, and the decision of the BSNL, as to whether the works have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at this opinion terminate the contract.

**21. Set-Off**

Any sum of money due and payable to the Contractor including performance security deposit if any refundable to him under this contract, it may be appropriated by the BSNL and setoff the same against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the BSNL.

**22. The Agreement:**

This agreement together with any attachment hereto signed by both the parties shall constitute the entire binding agreement between the Contractor and BSNL.

The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any order or other document submitted by BSNL unless such variations have been specifically agreed upon in writing by contractor for this purpose.

Other terms and conditions shall be as per the bid documents and shall form a part & parcel of this agreement.

Signed for and on behalf of  
Bharat Sanchar Nigam Limited

Signed for and on behalf of Contractor

Witness

1.

2.



**ANNEXURE-X**

**UNDERTAKING**

**I \_\_\_\_\_**

**hereby undertake that the Labour licence from Central Labour Commissioner, Govt. of India will be arranged within One month from the date of issue of Work Order, if I am considered as successful bidder, otherwise the work order issued to my firm may be cancelled any time after the expiry of a period one month.**

**(Signature of authorised Signatory of Tenderer)**

## SECTION-V

### SCHEDULE OF RATES (GST will be extra)

Based on minimum rate of wage as per directives of the Central Government, the wage rate is as below:

Sl. No.	Description	Amount for Security Guard(without arms) (i)	Amount for Security Guard(with arms) (ii)
A	Basic Wages (BW) plus Variable Dearness Allowance (VDA) per day. (As per 01-10-2017 circular). Minimum wages will be revised periodically as per Ministry of Labor directives.	Rs.506	Rs.593
B	EPF	12%	12%
C	Basic rate for Agency Charges per head per month	Rs.500	Rs.500
D	Uniform (2 sets) per security guard per annum	Rs.3000	Rs.3000

**Note: GST as applicable will be as per the actual prevailing rate at the time of issue of work order as per the directives of Central Government.**

## SECTION-VI

### FINANCIAL BID (PRICE SCHEDULE)

#### RATES TO BE QUOTED BY THE TENDERER

TENDER ENQUIRY NO: WG-256(E)/ARPSSA/SG/2018-19/2

DATED 11/07/2018

**Name of e-Tender: Deployment of Security Guards in Arunachal Pradesh SSA**

Name of the bidder \_\_\_\_\_

Sl. No.	Description	Amount in Rs.(In figures) per Security Guard per month	Amount in Rs. (In Words) per Security Guard per month
1	Basic Wages plus VDA	Not to be quoted, as per Directives of the Central Govt.	Not to be quoted, as per Directives of the State/Central Govt.
2	EPF 12%.	Not to be quoted, as per Directives of the State/Central Govt.	Not to be quoted, as per Directives of the State/Central Govt.
3	2 sets of Uniform per head per annum	Fixed & not to be quoted. (Rs. 3000/- Only)	Fixed & not to be quoted. (Rs. Three Thousand Only)
4	Agency charges per head per month		

*\*Agency Charges per head per month is exclusive of GST as applicable*

#### **N.B.**

1. The Financial Bid (Price Schedule) is given in separate Excel file in e-Tender website
2. Bidder should download, properly fill up and then upload their Financial Bid in the Excel file using DSC.
3. Bidder should fill up the columns, (i) **Name of the bidder** and (ii) **Agency Charges per head per month** only in the Excel file.
4. Lowest bidder L1 will be decided on lowest (Agency charges) quoted per month per security guard.

## **SECTION -VII**

### **CHECK LIST FOR BIDDER**

1. The bid document should be downloaded and then uploaded using DSC.
2. The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
  - i. Bid Form (Annexure-I)
  - ii. Certificate of non-participation by family members (Annexure-VI)
3. The financial bid in Excel format should be duly filled up and uploaded using DSC
4. Cost of Bid Document. Scan copy of Cash Receipt/DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
5. EMD. Scan copy of Cash Receipt/DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
6. Valid licence from State government for providing private security guards in entire Arunachal Pradesh.
7. A valid Solvency certificate of minimum of Rs.15 Lakhs from Nationalized /Scheduled Bank. The Solvency certificate should be valid at the time of tender opening. BSNL will cross verify the Solvency certificate from issuing Bank, if required.
8. Partnership deed in case of partnership firm.
9. Power of Attorney in case the bid document is signed & submitted by Power of Attorney holder.
10. An undertaking by the bidder that the Labour Licence from Central Labour Commission, Govt. of India, will be arranged within one month from date of issue of work order as per the format in Annexure X
11. A copy of valid PAN card of the firm or Owner.
12. A copy of valid EPF registration document and EPF Account No.
13. A copy of valid GST REGISTRATION document and Registration number