



**BHARAT SANCHAR NIGAM LIMITED**  
( A Govt of India Enterprise )  
Office of the General Manager Telecom, BSNL, Ongole -1

**E-TENDER DOCUMENT NO**

**GMTD-ONG/Genl/Tender/Security Guards/2020-21/5 dated 25.07.2020**

**E-TENDER FOR SUPPLY OF SECURITY GUARDS**  
**IN ONGOLE SSA for the year 2020-21**

Name & Address of bidder :

Signature of the bidder :

Date of issue of tender (Online) : 09:00hrs of 01.08.2020

Last date and time for submission (Online) : 11.30hrs of 20.08.2020

Date of Opening of tender (online) : 15.00hrs of 21.08.2020

**Cost of the Bid document : Rs.590/-**

Value of the Tender : Rs.5,40,000/-

Asst General Manager ( HR&Plg )  
% General Manager Telecom.,  
Ongole - 523001

Signature of the tenderer



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
Office of the General Manager, Telecom District,  
Church Center, Ongole - 523001

**SECTION I**

**GMTD-ONG/Genl/Tender/Security Guards/2020-21/5 dated 25.07.2020**

**Sub: Provision of Security Services at BSNL Store yard under G.M.Telecom District, Ongole SSA - reg.**

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Tenders are invited through **e-tendering process** for providing Security Services at BSNL store yard under General Manager, Telecom District, Ongole SSA from Andhra Pradesh Private Security Agencies only and their office should be in Ongole City.

**Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in). The tender document for participating in E-tender shall be available at <https://etenders.gov.in> from 18.00 hrs of 31.07.2020 onwards. Bidders must register on the e-tender portal (at <https://etenders.gov.in> (refer Special instructions to bidders for e-tendering), if not already registered earlier and follow all instructions for participating in bidding for the tender. Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

**DD / Bankers cheque for an amount of Rs 590/-** is to be submitted towards tender document fee ( non-refundable), drawn in favor of A.O. (Cash), O/o. GMTD, BSNL, ONGOLE from any nationalized bank failing which the bid will be rejected.

BSNL, ONGOLE telecom district, 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.

**Sale of physical tender Document:** Not applicable.

All the other general and commercial conditions are enclosed as per the Security Agencies operating as per AP State registered security agencies guidelines.

**Start Date/Time for Downloading/Submission of Bid Document : 09.00hrs of 01.08.2020**

**Last date and time for submission of E-Tender : 11.30hrs of 20.08.2020**

**Date and time for opening of E-Tender:** The tenders **will be opened at 15 : 00 hours on 21.08.2020**

**Note 2:-** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**EMD : The bidder shall furnish DD for Rs. 13500/- (Rupees thirteen thousand five hundred rupees only) towards Earnest Money Deposit-EMD (as Bid Security) and the other DD for Rs 590-(Rupees Five hundred ninety only) towards the cost of this document, in favor of Accounts Officer (Cash), O/o General Manager, Telecom District., BSNL, Ongole -523001 from any nationalized bank.**

The accepted security agency will have to submit a security deposit equivalent to 10 % of annual agreed amount or estimated cost of the tender whichever is higher in the form of cash or DD or in the form of Bank Guarantee from any nationalized Bank for the said amount and enter into an agreement within 10 days from the date of intimation from this office, failing which the EMD of the security agency will be forfeited. General terms and conditions which form part of the agreement are enclosed as **Section III**. The EMD for the unsuccessful security agency will be refunded after finalization of the contract agreement with the successful security agency.

**Place of opening of e - Tender bids:**

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.

**Note:** However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE in O/o AGM(HR&PLG),BSNL,ONGOLE, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

Signature of the tenderer

Tender bids received after due time & date will not be accepted. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.

The bidder shall furnish a declaration under his digital signature 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 E-tender Portal (<https://etenders.gov.in>).

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

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

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

The **General Manager, Telecom District, Church Center, Ongole** reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. GMTD-ONGOLE also reserves the right to select one or more contractors.

**Asst General Manager (HR&PLG)  
General Manager, Telecom District,  
Church Center, Ongole -523001**

**Total Requirement of the Security Guards (unarmed)**

Signature of the tenderer

SI No	Name of the Office	No of Security Guards required
1	BSNL Store Yard, KP Bus stand Center, Ongole	3
	<b>Total</b>	<b>3</b>

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A INTRODUCTION

##### 1. DEFINITIONS

**Telecom Authority:** The General Manager, Telecom District., Ongole or any other officer authorized by him for this purpose shall be referred as Telecom Authority. GMTD, Ongole is the authority who will discharge the duties of Telecom Authority in this case.

**TELECOM INSTALLATIONS:** The Telecom Offices under G.M. Telecom Dist. Ongole mentioned Annexure section II A

**Bidder/Contractor or Security Agency:** By all means the approved security agency, \_\_\_\_\_ in this case.

##### 2. ELIGIBLE BIDDERS

2.1 The security agencies, which are registered with Andhra Pradesh Private Security Agencies are only eligible for filing the bid.

2.2 The bidder should neither be employee of BSNL nor any of their close relatives employed in BSNL.

##### 3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The GMTD, Ongole will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The cost of this bid document is Rs. 590/- (Rupees Five hundred Ninety only) payable by DD in favor of Accounts Officer (Cash), G.M. Telecom District, BSNL, Ongole.

#### B. THE BID DOCUMENTS

##### 4 The completed tender documents should contain the following documents and enclosures:

- (i). A copy of the sponsorship certificate issued by the AP Government as per Andhra Pradesh Private Security Agencies (Regulation) Rules, 2008 and **Two Demand Drafts one for Rs. 13500/- (Rupees Thirteen thousand five hundred only) towards Earnest Money Deposit-EMD (as Bid Security) and the other for Rs. 590/-(Rupees Five hundred Ninety only) towards the cost of this document should be submitted along with the tender in a separate envelope.**
- (ii) The enclosed **Proforma (Annexure-I)** indicating the Rates as prescribed by Notification issued vide G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010 Published in Gazette No. 251, dated 02-06-2010 duly signed by the Tenderer.
- (iii) The Experience certificates, if any, preferably on the letterheads of the issuing organizations clearly mentioning the name and designation with seal and duly signed by the competent authority of that organization, clearly mentioning the number of guards and period of security contract with concern organizations, and countersigned by the Authorized signatory of the Security agency.
- (iv) List of present commitments, if any, with supporting documentary proof duly countersigned by the Authorized signatory of the Security agency.

Signature of the tenderer

- (v) Declaration as per proforma given in **Annexure-II** duly signed with date and seal by the Authorized signatory of the Security agency.
- vi) Bid document shall be signed by the Authorized signatory of the Security agency with date and seal on every page having read and agreed to all the terms and conditions.
- (vii) PAN copy
- (viii) EPF Registration certificate
- (ix) ESI Registration certificate
- (x) GST Registration Certificate or Declaration if Annual turnover is below 20 lakhs
- (xi) Vendor mandate form

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

## **5. CLARIFICATION OF BID DOCUMENTS**

- 5.1 Any clarification issued by GMTD, Ongole in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

## **6. AMENDMENT OF BID DOCUMENTS**

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

The amendments shall be notified in writing or by FAX/email to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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

## **C. PREPARATION OF BIDS**

### **7. BID PRICES**

Price quoted by the bidder shall be as per the **Notification issued vide G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010, Published in Gazette No. 251, dated 02-06-2010**, taking into account the minimum wages applicable from time to time .

### **8. BID SECURITY (EARNEST MONEY DEPOSIT-EMD)**

- 8.1 The bidder shall furnish, as part of his bid, a bid security for an amount of **Rs. 13,500/- (Rupees thirteen thousand five hundred only)**, The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 8.4. Bid Security will not earn any interest.
- 8.2 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 9.
- 8.3 The successful bidder's bid security will be discharged upon the bidder's acceptance and furnishing the performance security and completion of contract agreement.
- 8.4 The bid security may be forfeited:
- (a). If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - (b). In the case of successful bidder, if the bidder fails:
    - (i) to sign the contract in accordance with clause 21 or
    - (ii) to furnish performance security in accordance with clause 21.
  - (c) In both the above cases, i.e. 8.4 (a) & (b), the bidder will not be eligible to participate in further tenders. The bidder will not approach the court against the decision of BSNL in this regard.

## **9. PERIOD OF VALIDITY OF BIDS**

Signature of the tenderer

9.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the GMTD, Ongole . **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

9.2 In exceptional circumstances, the GMTD, Ongole may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

#### **10. FORMAT AND SIGNING OF BID**

10.1 The original Bid document shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

10.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

#### **D. SUBMISSION OF BIDS**

##### **11. SUBMISSION OF BIDS**

11.1 The bid should contain the original bid document, all other documents establishing bidder's eligibility as per Clause 2 along with Demand Drafts towards the cost of the Bid documents as per Clause 3 and towards Bid Security as per Clause 8 and.

11.2 The Bid document shall be submitted duly filling the proforma given in **Annexure-I**.

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

11.4 Any bid received by the GMTD, Ongole after the deadline for submission of bids prescribed, shall be rejected.

##### **12. MODIFICATION AND WITHDRAWAL OF BIDS**

12.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

12.2 The bidder's modification or withdrawal notice shall be uploaded, in the case of bid submission in accordance with the provision of clause 12, not later than the deadline for submission of bids.

12.3 Subject to clause 15, no bid shall be modified subsequent to the deadline for submission of bids.

#### **E. BID OPENING AND EVALUATION**

##### **13. OPENING OF BIDS**

13.1 The GMTD, Ongole shall open bids at 15:30 hrs on due date in the presence of Proprietors/Directors of Security agencies or representatives duly authorized by tenderers whoever is present. The bidders who are present shall sign in an attendance register. Maximum of One representative for any bidder shall be authorized and permitted to attend the bid opening.

13.2 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the GMTD, Ongole, at his discretion, may consider appropriate will be announced at the time of opening.

Signature of the tenderer

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

#### **14. CLARIFICATION OF BIDS**

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

#### **15. PRELIMINARY EVALUATION**

15.1 GMTD, Ongole shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

15.2 If a firm quotes Nil against charges the bid shall be treated as non-responsive and will not be considered. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**

15.3 Prior to the detailed evaluation pursuant to clause 16, the GMTD, Ongole authority will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The GM's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

15.5 The GMTD, Ongole may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

#### **16. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

16.1 The GMTD, Ongole shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 15.

16.2 The evaluation and comparison of responsive bids shall be done on the price of the services offered in the Bid Document and the experience of the bidder in offering such services.

16.3 In an eventuality of all Andhra Pradesh private security Agencies quoting the same rate, the GMTD-Ongole shall award the contract to the senior most sponsored Agency. The order of seniority of sponsored agencies/private limited companies/corporation has been indicated in the sponsorship letter.

#### **17. CONTACTING THE AUTHORITY**

17.1 Subject to clause 15, no bidder shall try to influence the GMTD, Ongole on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

17.2 **Any effort by a bidder to modify his bid or influence the GMTD, Ongole in the bid evaluation, bid comparison or award of contract, the same shall result in the rejection of the bid.**

#### **F AWARD OF CONTRACT**

#### **18. INTIMATION TO SUCCESSFUL BIDDER**

The GMTD, Ongole **reserves the right to counter offer price(s) against price(s) quoted by any bidder and** shall intimate to the successful bidder in writing the acceptance of bid whose offer has been found technically, commercially and financially acceptable.

Signature of the tenderer

**19. RIGHT TO VARY QUANTITIES**

19.1 GMTD, Ongole will have the right to increase or decrease the number of security guards depending upon the schedule of work requirements without any change in the unit price or other terms and conditions at the time of award of contract.

**20. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

**21. SECURITY DEPOSIT & SIGNING OF CONTRACT**

21.1 The issue of Acceptance letter shall constitute the award of contract on the bidder.

21.2 The successful Bidder shall be required to submit a security deposit in the form of bank guarantee, for an amount equivalent to 10% of the annual agreed amount, valid for two years towards successful implementation of various terms and conditions of the contract agreement. The same will be discharged at the end of the successful completion of period of contract after adjusting any dues.

21.3 Upon the successful bidder furnishing performance security pursuant to clause 21.2, the GMTD, Ongole shall discharge the bid security in pursuant to clause 8.3.

21.4 The successful tenderer shall be required to execute an agreement on stamp paper of appropriate value within 14 days from the date of receipt of the notice of acceptance of tender or letter of intent. All costs involved therein shall be borne by the tenderer. In the event of failure on the part of the successful tenderer to sign the agreement within the above-stipulated period or fails to submit the Performance Bank Guarantee, the EMD will be forfeited and acceptance of the tender shall be considered as cancelled.

**22. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 21 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the GMTD, Ongole may make the award to any other bidder at discretion of the GMTD, Ongole or call for new bids.

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

(i) **Clauses 8.1, 8.3 & 9.1 of Section II** : The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 8.1 & 8.3 and bid validity is less than the period prescribed in Clause 9.1 mentioned above.

(ii) **Clause 2 of Section II** : If the eligibility condition as per clause 2 of Section II is not met, the bids will be rejected without further evaluation.

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

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

**The near relatives for this purpose are defined as:-**

Signature of the tenderer



- (a) Members of a Hindu undivided family.  
(b) They are husband and wife.  
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

The requirement of security personnel is as follows.

S.No.	Name of Telephone Office	No. of S.Gs required
1	<b>BSNL Store Yard, KP Busstand Center, Ongole</b>	<b>3</b>
	<b>Total</b>	<b>3</b>

Signature of the tenderer

**SECTION III**  
**GENERAL (COMMERCIAL) CONDITIONS**

**1. Period of Validity of Agreement:**

The period of validity of the agreement will be for ONE YEAR with effect from the date of signing by both the parties and can be extended for one more year at same rates, terms and conditions with mutual consent. The GMTD, Ongole can terminate the agreement in normal course by giving a notice of one month without assigning any reason. In case of security agency, at least 3 months advance notice is mandatory for pre-mature termination of this agreement by them.

- 1.1 GMTD, Ongole also reserves the right to terminate the contract at any point of time in case of unsatisfactory performance including forfeiture of security deposit. The decision of the GMTD, Ongole shall be final & binding.

**2. OBLIGATION OF THE AGENCY:**

- 2.1 The Security of the assets and properties located at Telephone Offices shall be ensured.
- 2.2 Safety & Security of all the staff at Telephone Offices shall be ensured
- 2.3 The Security agency shall help in the establishment of congenial and friendly atmosphere at Telephone Offices. Any person found in alcoholic condition, be checked and brought to the notice of the Telecom Authority. Also any person found to be indulging in acts of sabotage should be checked and brought to the notice of the Telecom Authority. This equally implies to any employee of the BSNL as well as any outsider found at Telephone Offices. Any person found to be damaging the plants in and around the Telephone Offices should be checked and brought to the notice of Telecom Authority.
- 2.4 Any employee found to be in alcoholic condition should not be allowed to enter inside the Telephone Offices even for performing duties.
- 2.5 Anti Social elements, criminals, or rowdysheeters shall not be allowed inside the Telephone Offices.
- 2.6 Any person of doubtful character or declared non-bonafide by the Telecom Authority shall not be allowed to enter inside the Telephone Offices.
- 2.7 Undesirable and anti-social activities shall not be allowed within the BSNL store yard and in the areas adjoining the Telephone Offices up to the public road shall not be allowed.
- 2.8 The Security persons on duty shall extend all help to any bonafide inmates of the Telephone Offices who are in need of help.
- 2.9 The necessary record for the purpose of security shall be maintained at various entrance gates as per the procedure laid down by the Telecom Authority.
- 2.10 No cattle/unauthorized animal shall be allowed to enter inside the Telephone Offices
- 2.11 All the main gates should normally be kept closed. Any suspected entry should only be allowed after the verification.
- 3.0 In order to ensure security of the Telephone Offices as per the clause 2 above, the security agency is required to deploy the following personnel:**
- 1) Telephone Offices where three Security guards deployed :  
As per schedule in shifts each of 8 hrs i.e. 0600 to 1400, 1400 to 2200, 2200 to 0600 hrs
- 2) Telephone Offices where one Security guard deployed : 10 00 to 18 00 hrs.
- 3.1 The qualification of the security personnel shall be as per the Andhra Pradesh Private Security Agencies (Regulation) Rules, 2008., modified from time to time.
- 3.2 In addition, they should have good health and physique, impressive personality befitting their work, free from defects of sight, hearing, speech or physical movement etc.
- 3.3 Security personnel should not perform duties under intoxicated condition. They should also not consume alcoholic drinks while on duty or inside the Telephone Offices.

Signature of the tenderer

3.4 They should have a good record and character.

**4.0 The security agency shall bear all the expenses incurred on the following:**

- i. Provision of torches & cells to the security guards on night patrol.
- ii. Provision of spares & other implements to the security personnel.
- iii. Stationery for writing duty charts etc.,.

**5.0 Functions & Duties of Security Personnel**

In order to provide security as per clause "3" above, the duties & functions of various security personnel shall be as under.

**5.1 Duties of security guards**

5.1.1 While on duty they shall remain standing alert throughout the duty period.

5.1.2 They shall man the security check post located at the various gates of the Telephone Offices or at any other point specified by the Telecom Authority.

5.1.3 The record of any major items being taken out of Telephone Offices shall be maintained.

5.1.4 They shall check the material/properties going out of Telephone Offices as per the procedure laid down by the Telecom Authorities.

5.1.5 They shall patrol the entire Telephone 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 & material. The guards on night patrol duty shall lodge a complaint about the faulty lights on the electric polls with substation over phone. The security guard on patrol duty should take care of all the water taps, valves, water hydrants and electric installations including electric poles & fixtures installed in the open area all over the Telephone Offices. Also they will report to concern official about running water from water hydrants.

5.1.6 They will also follow any other methods/instruction prescribed/issued by the Telecom Authority in regard to the security.

5.1.7 If there is fire in any part of Telephone Offices, the security guard will also help the fire fighting Officers of Telecom Campus in extinguishing the fire.

5.1.8 They shall ensure security of the Telephone Offices as per the terms of the clause "2" above.

**6. PERFORMANCE SECURITY**

6.1 The bidder shall furnish performance security to the Telephone Offices for an amount equal to 10% of the value of the contract per year within **14 days** from the date of issue of Acceptance letter by the GMTD, Ongole for the security personnel engaged at Telephone Offices.

6.2 The proceeds of the performance security shall be payable to the GMTD, Ongole as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

6.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank for a minimum of two years and in the form provided in 'Annexure ' of this Bid Document.

6.4 The performance security Bond will be discharged by GMTD, Ongole after completion of the bidder's performance obligations including any warranty obligations under the contract.

**7. PAYMENT TERMS**

Payment shall be made on monthly basis on submission of pre-receipted Bill in duplicate subject to satisfactory performance of the duties and obligations of the contract and submitting the proof of payments such as copies of bank challans and Annual statements of Provident Fund in form 6A for the remittance made and ESI for the labour deployed under Ongole SSA and proof payment at GST on the last (previous) bill paid. The remittance particulars such as salaries to guards, EPF and ESI of previous month are to be submitted along with present month bill.

**8. SUBCONTRACTS**

The bidder shall not engage any subcontracts for the works awarded under this contract

Signature of the tenderer

## **9. FORCE MAJEURE**

9.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **10. TERMINATION FOR DEFAULT**

10.1 The GMTD, Ongole may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part

- a) If the bidder fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the GMTD, Ongole;
- b) If the bidder fails to perform any other obligation(s) under the Contract;  
And
- c) If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

## **11. TERMINATION FOR INSOLVENCY**

The GMTD, Ongole may at any time terminate the Contract by giving written notice to the bidder, without compensation to the bidder. If the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GMTD, Ongole.

## **12. ARBITRATION**

12.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMTelecom, AP Circle, BSNL, Vijayawada-4 or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, AP Telecom Circle, BSNL Vijayawada-4 or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, AP Telecom Circle, BSNL, Vijayawada-4 or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by him or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, AP Telecom Circle, BSNL, Vijayawada or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and

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Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be the office of the CGMT, AP Telecom Circle, BSNL, Vijayawada or such other places as the arbitrator may decide.

**13 SET OFF**

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

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## SECTION-IV

### SPECIAL CONDITIONS

1. The security agency shall submit weekly duty chart of security personnel to Telecom Authority prior to commencement of the week. He shall also submit the daily attendance sheet of the security personnel for the previous working day. Failure to do so will result in non-payment of the day/days for which the attendance sheet is not furnished.
2. The security agency shall not replace the security personnel at random. This shall be done with the prior approval of Telecom Authority and full particulars of the security personnel so deployed shall be given to the Telecom Authority. In case any of the security staff is found to be posted without the approval of the Telecom Authority, the Telecom Authority shall not pay for such security personnel.
3. The Telecom Authority shall sanction no leave of any kind to the security personnel. The security agency shall be liable to make substitute arrangements in case of the absence of security personnel. The Security agency shall man all the check posts and the other locations as specified by the Telecom Authority. The security agency shall ensure that at no time any security post is unmanned. No short leave or meals relief shall be permitted to the security personnel unless the security agency provides suitable substitutes without any extra payment. A register shall be maintained by the security agency at every gate where the duty is performed by the security personnel for the purpose of taking/making over of duty by the security personnel.
4. Telecom Authority shall be authorized to fix timings of the various duty shifts. A single duty shift will have normal duration of 8 hrs, in compelling reasons if the duty shifts is to be extended the same shall not resort to by the security agency without the prior consent of the Telecom Authority.
5. Telecom Authority shall not be liable to provide any residential accommodation or transport to the security personnel. No cooking or lodging shall be allowed at the check post.
6. The Telecom Authority reserves the right to change the place of duty of any security personnel. It also has the right to ask for replacement if a particular security staff is not found to be carrying out the security functions effectively.
7. The security staff shall be bound to observe all instructions issued by the Telecom Authority concerning general discipline and behavior.
8. The Telecom Authority has also the right to check various implements/torches etc; the security agency shall maintain these items to the satisfaction of the Telecom Authority.
9. The security agency shall comply with all the central as well as state government statutory provisions as regards security personnel to be deployed by them in respect of minimum wages, provident fund, ESI & deduction under the labour laws and payment of GST. The security agency shall maintain all the statutory registers required under these laws. The Security agency shall produce the same on demand to Telecom Authority. Payment of employer's share of EPF contribution is security agency's liability.
10. The Telecom Authority shall not be responsible financially or otherwise for any injury to the security personnel in the course of performing the security functions.
11. The security agency shall not be permitted to transfer their rights & obligations under this agreement to any other organization/otherwise.
12. Any other terms and conditions as advised by the BSNL, New Delhi shall be incorporated in the agreement. The same shall also be binding on the security agency.
13. The quantum of security, period and coverage of security shall be decided by the Telecom Authority. This means that the number of security personnel to be deployed area to be covered and frequency of patrolling etc shall be decided by the Telecom Authority. In case the security agency engages additional security guards as leave reserve, they should do so with prior intimation to Telecom authority and engage them on regular basis to work at least 21 days in a month in order to get entitlement for DA, ESI, EDLI, EPF etc. Otherwise, the component of weekly off/national holidays/other holidays will have to be disbursed to security personnel proportionately on the basis of the number of days they have performed the duties in that month in addition to their salaries.
14. The payments to the security personnel shall be made as per the agreed amount in cash every month in the presence of representative of GMTD, Ongole . The security agency has to strictly

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adhere to the instructions. If any instructions are found to be deviated /violated, the agreement is liable to be terminated by the Telecom Authority.

15. The Security agency shall submit the bill immediately on completion of the month to the Telecom Authority by 3<sup>rd</sup> of every following month, who will after scrutiny pass the same and arrange for making payment as early as possible. The delay in submission of bills by the security agency will result in delay in making payment, therefore the security agency should ensure submission of bill by due date and payment to the security personnel on or before 7<sup>th</sup> of each month. Also the security agency should not stop making payment to the security personnel engaged for the Telecom Authority on the plea of delay in making payment by the Telecom Authority. However, efforts will be made by the Telecom Authority to effect the payment without delay.
16. The Security agency shall compensate in full the loss sustained by Telecom Authority on account of any theft, burglary and any other kind of intrusion in to the buildings/areas of Telephone Offices or loss due to any other reason. The amount of loss to be compensated by the security agency shall be determined by the Telecom Authority.
17. The security agency shall indemnify the Telecom Authority with respect to any dispute arising out of claims made by the security personnel employed by the Security agency at Telephone Offices regarding the payments/salaries and compensations if any etc payable to them by the Security agency.

#### **18. SECURITY ARRANGEMENTS, GENERAL ARRANGEMENTS & PROCEDURES**

**18.1** While controlling the entry through the gate the following points may be kept in consideration.

- I. Check post will maintain a register and the security guard manning the check post is responsible to make proper entries in this register
- II. In order to permit taking away the departmental material/stores/equipment etc., a printed standard gate pass is available and the booklets containing these passes are kept with the authority to issue the same.

**18.2** While issuing a gate pass, three copies will be prepared for use as under:

- |             |   |
|-------------|---|
| First copy  | : To be kept by the issuing authority.            |
| Second copy | : To be kept by the security Guard                |
| Third copy  | : To be retained by the person carrying the goods |

#### **18.3**

- I. The Officers, staff with no identity cards should not be allowed. In case of repetitions, this may be brought to the notice of the Telecom Authority for his decision
- II. Visitors coming to meet the officers of the department for official/private purposes may be

**Note: The information/procedure regarding issue of gate passes is given in Para 1.**

- The presence of the security guard at the gate should in no case be source of harassment to the bonafide officer/officials.
- An unknown visitor should not be allowed to enter the premises.
- In case of any doubt, instructions from the security supervisor on duty/location-in-charge may be taken.
- Department stores/equipment should not be allowed to go out unless they have gate pass and proper entry into the register.

**18.4** All authorized persons, staff may be allowed to pass freely. Other persons should not be allowed to enter. No unknown person without satisfactory purpose is allowed to enter. The security guard on duty has to use his own discretion or take advice of his security supervisor in appropriate cases. In such cases if he is to be allowed, signature and complete address is to be obtained before entry.

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- 18.5** The employees engaged by the security agencies will be deemed to be the employees of the security agency only and not of BSNL.
- 18.6** The security guards employed by the agencies will not have any right whatsoever for absorption in the BSNL.
- 18.7** The security guards employed by the agencies will be Ex-servicemen.
- 18.8** The Security agency will be solely responsible for all acts of commission/omission of his employees.
- 18.9** The dispute or cause of action is subject to Ongole jurisdiction only.
- 18.10** The security agency should make monthly payments in the presence of Sub Divisional Engineer(MM), %GMTD, Ongole or any other officer nominated by GMTD, Ongole to the security guards as per the agreed amount within the time specified in para 17 of Section II of this agreement.



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### SUMMARY OF SALIENT ASPECTS

- |   |  |
|---|--|
| 1) Validity of offer                    | 180 days from the date of submission.  |
| 2) Period of Contract                   | 12 months (Extendable to one year on mutual consent at same rates, terms and conditions of tender) |
| 3) Date of commencement                 | Within 7 days from the date of letter of Acceptance  |
| 4) Earnest Money deposit                | <b>Rs. 13,500/- (Rupees Thirteen thousand five hundred only)</b>                                   |
| 5) Cost of Tender document              | Rs 590/- (Rupees Five hundred Ninety only)   |
| 6) Security deposit                     | 10 % of the annual cost of the tender at approved tender rates.                                    |
| 7) Installment of security deposit      | security deposit shall be released upon virtual completion of the contract period.                 |
| 8) Rate of interest for delayed payment | Nil  |
| 9) General:                             |  |
| a)                                      | The agency shall bear all the expenses in meeting the obligations of the contract.                 |
| b)                                      | Uniforms to be provided for working staff by the security agency.                                  |
| c)                                      | GMTD, Ongole has the right to modify the duty hours and locations as per the need.                 |
| d)                                      | All Appendices should be properly read and filled.   |
| 6)                                      | Security agencies are advised to visit the site and then quote the rates.                          |

Signature of the tenderer

**Annexure – I**

PROFORMA OF RATES FOR QUOTING BY SECURITY AGENCIES as per Notification issued vide  
G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010  
Published in Gazette No. 251, dated 02-06-2010) TOWARDS SECURITY SERVICES AT  
TELEPHONE OFFICES UNDER GMTD, ONGOLE .

<b>S. No.</b>	<b>Description</b>	<b>Rate</b>	<b>Security Guard Rate Per month (Rupees)</b>	<b>Remarks</b>
1	Basic			
2	D.A.			
3	E.S.I.			
4	E.P.F.			
5	E.D.L.I.			
6.	Admin Charges			
7	Bonus			
8	Gratuity & Terminal Benefits			
9	HRA			
10	Uniform & Washing Allowance			
a)	Sub-Total of Items (1) to (10)			
b)	Weekly offs/ National Holidays/Other Holidays			
c)	Total per head [Items (a) + (b)]			
d)	Service Charges			

**NOTE: 1.The rates should be quoted strictly as per Notification issued vide G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010 Published in Gazette No. 251, dated 02-06-2010 guidelines only**  
**2. The applicable GST will be paid by the BSNL to the contractor on demand only.**

Signature of the Authorized signatory of the  
security agency with full address with Seal

Signature of the tenderer

**Annexure-II**  
**DECLARATION**

To  
**The General Manager ,  
Telecom District, CHURCH CENTER,  
ONGOLE - 523001**

Dear Sir,

**Sub:- Provision of Security Services for BSNL Store yard under General Manager,  
Telecom Dist., Ongole –Reg.**  
**Ref:- GMTD, Ongole Tender schedule.no GMTD-ONG/Genl/Tender/Security  
Guards/2020-21/5, dated 25.07.2020**

1. I.....s/o.....r/o..... have gone through the complete terms and conditions of the Security services for the **Telephone Office (BSNL Store yard) under General Manager ,Telecom Dist., Ongole** given in all E-Tender document including **Sections II, III and IV** and accept the same.

2. I.....s/o.....r/o..... am herewith enclosing **Two Bank Drafts** (i). No. ....Dated.....for Rs.....Rupees.....Only) and (ii). No. ....Dated.....for Rs.----- (Rupees..... only) on .....Bank along with Tender as cost of bid documents and Earnest Money Deposit-EMD (BID SECURITY) respectively.

3. I.....s/o.....r/o..... hereby certify that none of my relative(s) is/are employed in BSNL unit. 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.”

[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) & 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).]

Signature of the Authorized  
signatory of the security agency

Name  
Address

Place \_\_\_\_\_

Date \_\_\_\_\_

:

Phone No.

Signature of the tenderer

**ANNEXURE -III**  
**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of the CMD, BSNL AND GENERAL MANAGER, TELECOM DISTRICT, ONGOLE, (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Acceptance Letter No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the providing of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL 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, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

or \_\_\_\_\_  
(indicate the name of bank)

Signature of the tenderer



**VENDOR MANDATE FORM FOR RTGS-NEFT**

1. NAME OF THE PARTY \_\_\_\_\_
2. ADDRESS \_\_\_\_\_  
TEL. NO. \_\_\_\_\_  
MOBILE NO: \_\_\_\_\_
3. PARTICULARS OF BANK ACCOUNT:
  - i) BANK NAME: \_\_\_\_\_
  - ii) BRANCH NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
  - iii) BANK'S TELEPHONE NO. \_\_\_\_\_
  - iv) NINE DIGIT CODE NO. TO THE BANK & BRANCH AS APPEARING ON TI MICR CHEQUE ISSUED BY THE BANK \_\_\_\_\_
  - v) ACCOUNT TYPE WITH IFSC CODE \_\_\_\_\_
  - vi) BANK ACCOUNT NUMBER \_\_\_\_\_
  - vii) PAN NO. \_\_\_\_\_
  - viii) GST NO \_\_\_\_\_

4. RATION BY THE PARTY

I hereby declare that the particulars given above are correct and complete, if transaction is delayed or not effected at all for reasons of incomplete or incorrect information ,the user institution i.e. BSNL will not be held responsible. I have understood the scheme and agree to discharge the responsibility expected of me as a participant under the scheme.

Signature of the Party

Date:

5. Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized official from the bank

Signature of the tenderer

## SECURITY CONTRACT AGREEMENT DEED

This agreement made this -----( ) between Bsnl , Ongole having its head office -----(hereinafter referred to as "Owner" of bsnl which expression shall include in administrators, successors, executors and permitted assigns) of One part. And ----- (hereinafter referred to as the Security Personnel sponsoring Department as per Andhra Pradesh Private Security Agencies (Regulation Rules, 2008.) which expression shall include its administrators, successors, executors and permitted assigns) of the Other Part.

Whereas BSNL Ongole is desirous of getting the work of Security services (Round the Clock Guarding Operational Area, in bsnl establishments Ongole (hereinafter called work) done by means of contract. The competent authority has accorded approval in favour of M/s ----- for a period of ----- from the date of taking over of the security contract by deploying ----- unarmed Security Personnel at Ongole

### NOW THEREFORE THIS DEED WITNESSETH AS UNDER

The Security agency should deploy ----- Security Personnel with effect from ----- to Bsnl Ongole , the work force shall be consisting of unarmed Guards (One in each Shift). The period is extendable, if required.

1. The age limit of the Ex-Servicemen deployed should be as per the DGR guidelines. Provision of uniform and other uniform connected items to ESM is the responsibility of the Security Agency.
2. The Security Agency must verify the background checks of all personnel deployed at BSNL establishment to protect the BSNL Ongole premises/Property at BSNL establishment. A separate Character and Antecedent verification Certificate should be obtained from the State Police Department issued by the Rank of Superintendent of police.
3. The Bio-data along with latest two colour photographs, residential proof, medical fitness certificate obtained from Government Medical Officer/Military hospital/ECHS/finger prints, Police verification Report and attested copy of Gun License of each Security Personnel should be submitted to the BSNL Ongole within one month of deployment.
4. The wages for the Security Personnel engaged shall be as per the Notification issued vide G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010 Published in Gazette No. 251, dated 02-06-2010 guidelines. The present wage structure is enclosed as ANEXURE-A.
5. The post at which Security Personnel are to be deployed is as given in Annexure-B.
6. The Security Brief for carrying out security duties is as given in Annexure-C.
7. The compliance of all Government Rules and Regulations regarding employment and working conditions of personnel, including various statutory facilities shall be provided by the Contractor.
8. The security personnel are without weapons
9. The Security contractor shall maintain all records as required under the PF Act, Factories Act, Payment and Wages Act, Workmen's Compensation Act, Employee's State Insurance Act, ESI, Bonus, Gratuity and GST of any other act in force from time to time. These records shall be available for inspection by the BSNL Ongole representatives as and when required.
10. The Security Agency shall be responsible to mend or make good of any loss or damage to the BSNL Ongole property due to the negligence of the staff deployed. An Inquiry will be conducted by BSNL Ongole along with Representative of Security Agency to determine the responsibility for such loss/damage.
11. The Security Agency shall also be responsible for any loss and damage to their employees due to negligence, leakage, accident or any other cause while carrying out the assigned job.
12. The Security Agency shall indemnify and keep the BSNL Ongole indemnified against any loss or damage and shall pay to the BSNL Ongole such amount to the workmen and persons employed by the Security Agency in case BSNL Ongole is directed to pay under the law.
13. The personnel employed by the Security Agency shall not be on the roll of the BSNL Ongole in as much as no employer – employee relationship shall ever exist between the workmen so engaged and BSNL Ongole and the workmen shall be deemed to be Security Agency's own workforce, so that no service conditions, payment liability in respect of such persons would attach or relate to the BSNL Ongole.
14. The Security Agency shall submit the monthly bill before 5<sup>th</sup> of every month, so that the payment can be made by BSNL Ongole before 10<sup>th</sup> of the month.
15. BSNL Ongole will provide Barrack Accommodation for bachelor ESM (Ex-Servicemen). HRA shall not be claimed/paid to the Officials availing BSNL Ongole accommodation.
16. Rates of wages for the security personnel will be revised as and when there is any amendment in the Statutory acts such as Scheduled employments under the minimum wages ACT 1948. A copy of the amendment/Gazette notification/online notification to be submitted to this office for staking a claim with respect to the same.
17. The Security Contractor shall be responsible and shall pay any compensation to their employee's payable under the workmen's compensation act 1923 and amendments thereto for the injuries caused to the workmen. The security agency shall be responsible for and pay the expenses for providing Medical Treatment to any employees who may suffer any bodily injury as a result of any accident.

Signature of the tenderer

18. The Security Agency shall be liable for all payments to their staff employed for the performance or carrying out of the said work and the BSNL Ongole shall in no event be liable or responsible for any

19. payment and the security contractor shall keep the BSNL Ongole indemnified against the same and all proceedings in respect thereof.

20. In every case in which by virtue of the provisions of Section 12 sub sec. (1) of the Workmen's compensation Act 1923 and the BSNL Ongole obliged to any compensation to a workmen employed by the security agency in execution of the works, the BSNL Ongole will recover from the security contractor the amount of compensation so paid and without prejudice to the rights of the BSNL Ongole under section 12 sub sec.2 of the said Act. The BSNL Ongole shall not be bound to contest any claim made against it under section 12 sub section 1 of the said Act except in the written request of the security agency and upon his giving to the BSNL Ongole full security for all costs for which the BSNL Ongole might become liable to con sequence of contesting such claim.

21. This Security Contract shall remain in force, for a period of one year with effect from -----  
-----, Based on the performance of the Security Agency the BSNL Ongole may extend the contract period for further period as required by bsnl on the same Terms and Conditions.

22. The BSNL Ongole also hereby reserves the right to terminate this agreement at any time by giving notice of 30(thirty) days to the Security Contractor. No compensation is payable by the BSNL Ongole for any action or actions by it under the clause.

23. All the Scheduled employments under the minimum wages ACT 1948 guidelines must be followed. Subletting of the Security Contract to any other person/agencies is strictly prohibited. If notices, appropriate action for termination of the security contract will be initiated by BSNL Ongole (Owner).

24. The security contractor is required to provide necessary training Fire Fighting Training to the Security Personnel deployed at Bsnl establishment . An exercise on Security/Fire fighting must also be carried out in presence of BSNL Ongole representative at regular intervals after deployment at work place .

25. Daily shift in-charge should carry out a surprise check during day and night periodically to check their alertness and discipline during duty. A summary of surprise checks carried out during the month should be submitted to BSNL Ongole at the end of each month. For this purpose a duty roster and surprise check register should be maintained.

26. Provision of security related equipment/items like walkie-talkie, handsets shall be provided by BSNL , if required..

27. Any or all disputes touching or arising out of this contract shall be referred to arbitrator appointed by the competent authority of BSNL Ongole.

28. All disputes shall be subject to the jurisdiction of the courts of Vijayawada .

Assistant General Manager(HR) ,  
%GMTD-Ongole

**Witness:**

1.

2.

Signature of the tenderer

## CHECK LIST

The completed tender documents should contain the following documents and enclosures:

- (i). A copy of the sponsorship certificate issued by the Andhra Pradesh Private Security Agencies (Regulation) Rules, 2008 and two **Demand Drafts one for Rs. 13,500/- (Rupees thirteen thousand and five hundred only) towards Earnest Money Deposit-EMD (as Bid Security) and the other for Rs. 590/-(Rupees Five hundred Ninety only) towards the cost of this document should be submitted before the closing of the online bid and the same are also to be scanned and uploaded in the E-tender bid.**
- (ii) The enclosed **Proforma (Annexure-I)** indicating the Rates as prescribed by Notification issued vide G.O.Ms.No.43, LET&F (Lab.II) Dept., dt: 28.05.2010 Published in Gazette No. 251, dated 02-06-2010 duly signed by the Tenderer.
- (iii) The Experience certificates, if any, preferably on the letterheads of the issuing organizations clearly mentioning the name and designation with seal and duly signed by the competent authority of that organization, clearly mentioning the number of guards and period of security contract with concern organizations, and countersigned by the Authorized signatory of the Security agency.
- (iv) List of present commitments, if any, with supporting documentary proof duly countersigned by the Authorized signatory of the Security agency.
- (v) Declaration as per proforma given in **Annexure-II** duly signed with date and seal by the Authorized signatory of the Security agency.
- (vi) Bid document shall be signed by the Authorized signatory of the Security agency with date and seal on every page having read and agreed to all the terms and conditions.
- (vii) PAN copy
- (viii) EPF Registration certificate
- (ix) ESI Registration certificate
- (x) GST Registration Certificate or Declaration if Annual turnover is below 20 lakhs
- (xi) Vendor mandate form

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

Signature of the tenderer



**SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING  
INFORMATION & INSTRUCTIONS TO THE BIDDER FOR USING ONLINE ELECTRONIC PROCUREMENT  
SYSTEM (EPS)**

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:  
<https://etenders.gov.in/eprocure/app> .

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app> ) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters

such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card Signature of the tenderer

copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned officer, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **Submission of Earnest Money Deposit:**

Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above e-Procurement Portal through <https://etenders.gov.in>.

Refund of Earnest Money Deposit to the unsuccessful/ successful bidders will be made as per the conditions given in the tender document.

A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online e-Tender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in the Schedule of respective e-Tender.

Signature of the tenderer

**Submission of Tender Document Fees:**

The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

**Tender Download:**

The Eligible Bidders can download the Tender Document online from above e-Procurement Portal <https://etenders.gov.in> on or before the Schedule Dates mentioned in the e-Tender floated.

**Opening of Tender (Electronic offers):**

The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by BSNL.

In case, the requirements are incomplete, the Technical Bid/Commercial Bid (whichever is applicable) of the concerned contractor received shall not be opened.

The authority shall then open the tenders submitted by the contractors online through the BSNL e-Tendering Portal (website).

**Short listing of Bids (Electronic Offers):**

After the evaluation (online/manual) of a specific Envelope(i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Procurement Portal only.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462  
0120-4001002  
0120-4001005  
0120-6277787  
Additional Help Desk Number 0120-4001005.

E-mail

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

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Signature of the tenderer

**LETTER OF BIDDER TO BSNL**

From

To  
Asst. General Manager (HR&PLG)  
O/O GMTD, BSNL, ONGOLE

Sir,

Sub:- Submission of online tender as per the Advertisement in \_\_\_\_\_ Dated \_\_\_\_\_  
for providing Security Services at BSNL store yard under General Manager, Telecom District, Ongole SSA

As per the above-referred advertisement, I/We herewith submit my/our Bid online. The following documents are enclosed to the tender document.

I/We have submitted the

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)

I/We have gone through all the contents of the tender document completely and I/We have signed at the bottom of all pages and at appropriate places. I/We abide by the conditions stipulated therein.

Thanking you,

Yours sincerely,

Dated:

Signature of the tenderer

**All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature**

Signature of the tenderer