



**BHARAT SANCHAR NIGAM LIMITED**

**( A Govt. of India Enterprise )**

**Office of the General Manager Telecom, C M Nagar, Guntur -7**

**TENDER DOCUMENT NO**

**GMTGTR/GEN/ Tender/Security Guards/2020-21/ 04 dated 03/11/2020**

**LIMITED TENDER FOR SUPPLY OF 6 nos of SECURITY GUARDS IN CTSD, AUTONAGAR,  
GUNTUR for the year 2020-21**

*TENDER VALUE:Rs:11,25,000/-*

*Cost of the Form : Rs590/-*

*Cash receipt No :.....*

*Date :.....*

*Issued to :.....*

Asst General Manager ( Admn)  
% General Manager Telecom.,  
Guntur-7

**Last Date for Submission of the Tender is 19/11/2020 (up to 13.00 Hrs)  
Opening of Tender bos:15:00 hrs of 19-11-2020**

Signature of the tenderer



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
Office of the General Manager, Telecom District,  
C.M.Nagar, Guntur – 500 007

**SECTION I**

**Lr. No GMTGTR/GEN/ /Tender/Security Guards/2020-21/4 dated 03/11/2020**

**Sub: provision of Security Services at CTSD, AUTO NAGAR, Guntur - reg.**

**&&&**

Sealed tenders are invited for providing Security Services at CTSD, AUTO NAGAR, GUNTUR under CGMT, AP TELECOM, VIJAYAWADA from Andhra Pradesh Private Security Agencies only and the office should be in Guntur City. The tender applications available at JTO (Genl) % GM Telecom, Guntur on payment of Rs 590/- towards the cost of the application in the cash counter % GMTD Guntur or get down loading from the website www.apbsnl.co.in with separate DD for Rs 590/- drawn in favor of Accounts officer ( Cash) % GMTD Guntur. The requirement of security Guards are mentioned in the Annexure .

The wax sealed tender is to be addressed to **Asst. General Manager (Admin), O/o General Manager , Telecom District., C.M.Nagar, Guntur -522 007 ( A.P.)**, and should be super scribed as **"Tender for Providing Security Services at CTSD, AUTONAGAR, GUNTUR Under CGMT,AP TELECOM, VIJAYAWADA "** in bold letters. All the other general and commercial conditions are enclosed as per the Security Agencies operating as per AP State registered security agencies guidelines.

The sealed tenders should be deposited in the tender box kept for the purpose in the the chamber of **The Asst. General Manager (Admin), O/o General Manager , Telecom District., C.M.Nagar, Guntur -522 007** or sent by the register post to the above address **so as to reach on or before 13:00 Hrs of 19/11/2020.** G.M.Telecom, Guntur will not be responsible for any postal delays.

The tenders **will be opened at 15 : 00 hours on the same day i.e., on 19/11/2020** in the chamber of AGM(Admn), in the presence of Proprietors/Directors of Security agencies or representative duly authorized by the Tenderer whoever is present . Tenders received after the due date and time will not be considered.

**Two Demand Drafts one for Rs. 28,125 /- (Rupees Twenty eight thousand one hundred and twenty five 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, in favor of Accounts Officer (Cash), O/o General Manager , Telecom District., BSNL, Guntur -522 007, should be submitted along with the sealed tender in a separate envelope.**

Signature of the tenderer

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 **Annexure III**. The EMD for the unsuccessful security agency will be refunded after finalization of the contract agreement with the successful security agency.

The **General Manager, Telecom District, C.M.Nagar, Guntur** reserves the right to reject any or all the tenders without assigning any reason.

**Asst General Manager (Admn)  
General Manager , Telecom District,  
C.M.Nagar, Guntur -522 007**

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

<b>Sl No</b>	<b>Name of the Exchange / Office</b>	<b>No of Security Guards required</b>
<b>1</b>	<b>CTSD, AUTONAGAR,GUNTUR</b>	<b>6</b>

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A INTRODUCTION

##### 1. DEFINITIONS

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

**TELECOM INSTALLATIONS:** The Telecom installations/ **Offices under G.M. Telecom Dist. Guntur 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, Guntur 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, Guntur and submitted along with the sealed tender.

#### 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. Rs. 28,125 /- (Rupees Twenty eight thousand one hundred and twenty five 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 sealed 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 in separate cover.

Signature of 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.**

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

- 5.1 Any clarification issued by GMTD, Guntur 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, Guntur 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 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. 28, 125 /- (Rupees Twenty eight thousand one hundred and twenty five only)** as 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**

- 9.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the GMTD, Guntur. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 9.2 In exceptional circumstances, the GMTD, Guntur 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. SEALING, MARKING & SUBMISSION OF BIDS**

- 11.1 The bid should be submitted in two covers. The first cover shall contain the original bid document duly marked 'ORIGINAL'. The second cover shall contain 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. Both the covers should be sealed separately by the personal seal of the bidder.
- 11.2 The Bid document shall be submitted duly filling the proforma given in **Annexure-I**. The bid must be submitted in a wax **sealed cover** super scribed and addressed to AGM (Admn) % GM Telecom. Guntur so as to reach on or before 19/11/2020 13:00hrs. The bid document received due to Postal delay or any other delays cannot be considered.

The above sealed covers shall either be sent by Registered Post or Deposited in the Tender Box available in the Chamber of The Asst. General Manager (Admin), O/o General Manager , Telecom District., C.M.Nagar, Guntur -522 007(A.P) **so as to reach him on or before 1300 hours on 19/11/2020.** In respect of bids sent by post, BSNL shall not be responsible for any postal delay. The bids received after the prescribed date and time will be summarily rejected. The intending tenderers may visit the premises of the above mentioned Telephone exchanges/ offices to observe the extent of locations coming under the purview of Security.

- 11.3 The GMTD, Guntur 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, Guntur and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 11.4 Any bid received by the GMTD, Guntur after the deadline for submission of bids prescribed, **shall be rejected and returned unopened to the bidder.**

### **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 prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **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, Guntur shall open bids at 15:00 hrs on due date in the presence of Proprietors/Directors of Security agencies or representatives duly authorized by tenderers whoever is present. Tenders received after the due date and time will not be considered. The bidders who are present shall sign in an attendance register.
- 13.2 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the GMTD, Guntur, at his discretion, may consider appropriate will be announced at the time of opening.
- 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, Guntur 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, Guntur 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, Guntur 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, Guntur and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

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

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

16.1 The GMTD, Guntur 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-GTR 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, Guntur 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, Guntur 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, Guntur **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.

**19. RIGHT TO VARY QUANTITIES**

19.1 GMTD, Guntur 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, Guntur 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, Guntur 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, Guntur may make the award to any other bidder at discretion of the GMTD, Guntur 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 out right rejection of the bid.**

**(a) Clause 11.1 of Section II : The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.**

**(ii) 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.

**(iii) 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.

Signature of the tenderer

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:-

- (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 Exge./Office	No. of S.Gs required
1	<b>CTSD, AUTO NAGAR, GUNTUR</b>	<b>6</b>

**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 Telecom Authority 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 Telecom Authority 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 Telecom Authority shall be final & binding.

**2. OBLIGATION OF THE AGENCY:**

- 2.1 The Security of the assets and properties located at Telephone exchanges/Offices shall be ensured.
- 2.2 Safety & Security of all the staff, trainees and bonafide visitors at Telephone Exchanges/Offices shall be ensured
- 2.3 The Security agency shall help in the establishment of congenial and friendly atmosphere at Telephone Exchanges/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 Exchanges/Offices. Any person found to be damaging the plants in and around the at Telephone Exchanges/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 Exchanges/Offices even for performing duties.
- 2.5 Anti Social elements, criminals, or rowdysheeters shall not be allowed inside the Telephone Exchanges/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 Exchanges/Offices.
- 2.7 Undesirable and anti-social activities shall not be allowed within the GM Office Campus and in the areas adjoining the Telephone Exchanges/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 Exchanges/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 Exchanges/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 Exchanges/Offices as per the clause 2 above, the security agency is required to deploy the following personnel:**
- 1) Telephone exchanges /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 Exchanges/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 Exchanges/Offices.
- 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 Exchanges/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 Exchanges/Offices shall be maintained.
  - 5.1.4 They shall check the material/properties going out of Telephone Exchanges/Offices as per the procedure laid down by the Telecom Authorities.
  - 5.1.5 They shall patrol the entire Telephone 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 & 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,

Signature of the tenderer

valves, water hydrants and electric installations including electric poles & fixtures installed in the open area all over the Telephone Exchanges/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 Exchanges/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 Exchanges/Offices as per the terms of the clause "2" above.

## **6. PERFORMANCE SECURITY**

- 6.1 The bidder shall furnish performance security to the Telephone Exchanges/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, Guntur for the security personnel engaged at Telephone Exchanges/Offices.
- 6.2 The proceeds of the performance security shall be payable to the GMTD, Guntur 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, Guntur 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 Guntur 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

## **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

Signature of the tenderer

be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the 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, Guntur 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, Guntur;
  - 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, Guntur 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, Guntur.

## **12. ARBITRATION**

- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (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 CGM Telecom, 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, BSNLVijayawada-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 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, Guntur or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the GMTD, Guntur 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, Guntur or BSNL or such other person(s) contracting through the BSNL.

\*\*\*\*\*



## 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 with out 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 with out 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 service tax. 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 every month and payment details should be submit with bill to GMTD, Guntur . The security agency has to strictly adhere to the instructions of the Andhra Pradesh Private Security Agencies. 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 exchanges/ 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 exchanges/ 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 Main Gate:** The traffic through the main gate mainly consists of officers, staff of the Telephone exchanges/ Offices, the workers, quarter occupants & other visitors. While controlling the entry through the main gate the following points may be kept in consideration.
  - I. Each 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** Detailed instructions related to each check post are given as under. These, instructions are however subject to changes as per the need to the administration

- I. The Officers, staff with no identity cards may be allowed entry once or twice with proper entry in the register. 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 allowed entry after making proper entry in the register and after issue of the ENTRY PASS as per the instruction given below:
  - The security guard on duty shall verify whether the concerned officer is on duty and is willing to meet the visitor.
  - Having ascertained as above, the security guard will make an entry pass & issue it to the visitor. The visitor is supposed to return this pass to the security guard duly signed by the officer whom he is meeting. The security guard on duty may ensure this. Outsiders without identity cards and without specific purpose are not allowed to enter the Telephone exchanges/ Offices

**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/visitors.
- An unknown visitor may be checked at the gate and may be allowed to pass after the security guard has satisfied himself about his integrity and the sincerity of purpose. A proper entry of the visitors may be made in the register meant for this purpose along with the vehicle number entry, if any.
- 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. Any person of doubtful integrity, anti-social elements, unknown person and persons in drunken state should

Signature of the tenderer

not be allowed to enter. No unknown person without satisfactory purpose is allowed to entry. 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.

- 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 Guntur jurisdiction only.
- 18.10** The security agency should submit monthly bills to CAO(Plg), %CGMT, Vijayawada or any other officer nominated by GMTD, Guntur to the security guards as per the agreed amount with in 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. 28,125 /- (Rupees Twenty eight thousand and on hundred and twenty five only)</b>            |
| 5) Cost of Tender document              | <b>Rs 590/- (Rupees Five hundred Ninety only)</b>  |
| 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, Guntur has the right to modify the duty hours and locations as per the need.                 |
| D.                                      | All Appendices should be properly read and filled.   |
| E.                                      | Security agencies are advised to visit the site and then quote the rates.                          |

**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 EXCCHANGES/OFFICES UNDER GMTD, GUNTUR .

S. No	Description	Rate	Security Guard Rate Per month (Rupees)	Remarks
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, C.M.NAGAR,  
GUNTUR - 522 007

Dear Sir,

**Sub:- Provision of Security Services for Telephone exchanges/ Offices under  
General Manager ,Telecom Dist., Guntur –Reg.**

**Ref:- GMTD, Guntur Tender schedule.no. GMTGTR/GEN/ /Tender/Security  
Guards/20-21/ 4 dated 04/11/2020**

1. I.....s/o.....r/o..... have gone through the complete terms and conditions of the Security services for the **CTSD, AUTONAGAR, GUNTUR** given in **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, GUNTUR, (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



**ANNEXURE - IV**  
**SECURITY CONTRACT AGREEMENT DEED**

This agreement made this -----( ) between Bsnl , Guntur having its head office -----(hereinafter referred to as "Owner" of bsnl which expression shall include in administrators, successors, executors and permitted assignns) 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 Guntur is desirous of getting the work of Security services (Round the Clock Guarding Operational Area, in bsnl establishments Guntur (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 Guntur

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER**

The Security agency should deploy \_\_\_\_\_ Security Personnel with effect from ----- -- to Bsnl Guntur , 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 Guntur 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 Guntur 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 Guntur 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 Guntur property due to the negligence of the staff deployed. An Inquiry will be conducted by BSNL Guntur 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 Guntur indemnified against any loss or damage and shall pay to the BSNL Guntur such amount to the workmen and persons employed by the Security Agency in case BSNL Guntur is directed to pay under the law.
13. The personnel employed by the Security Agency shall not be on the roll of the BSNL Guntur in as much as no employer – employee relationship shall ever exist between the workmen so engaged and BSNL Guntur 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 Guntur.
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 Guntur before 10<sup>th</sup> of the month.

Signature of the tenderer

15. BSNL Guntur will provide Barrack Accommodation for bachelor ESM (Ex-Servicemen). HRA shall not be claimed/paid to the Officials availing BSNL Guntur 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.

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 Guntur shall in no event be liable or responsible for any

19. Payment and the security contractor shall keep the BSNL Guntur 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 Guntur obliged to any compensation to a workmen employed by the security agency in execution of the works, the BSNL Guntur will recover from the security contractor the amount of compensation so paid and without prejudice to the rights of the BSNL Guntur under section 12 sub sec.2 of the said Act. The BSNL Guntur 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 Guntur full security for all costs for which the BSNL Guntur might become liable to consequence 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 Guntur may extend the contract period for further period as required by bsnl on the same Terms and Conditions.

22. The BSNL Guntur 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 Guntur 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 Guntur (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 Guntur 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 Guntur 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 Guntur.

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

Assistant General manager(Admn) ,  
%GMTD-Guntur-7

**Witness:**

1.

2.

Signature of the tenderer

**VENDOR MANDATE FORM**

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. DECLARATION BY THE VENDOR

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 vendor with stamp

Date:

Signature of the tenderer

## CHECK LIST

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

**cover 1 Technical bid documents: (Super scribed as TECHNICAL BID )**

- (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. 28,125 /- (Rupees Twenty eight thousand one hundred and twenty five 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 sealed tender in a separate envelope.**
- (ii) 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.
- (iii) List of present commitments, if any, with supporting documentary proof duly countersigned by the Authorized signatory of the Security agency.
- (iv) Declaration as per proforma given in **Annexure-II** duly signed with date and seal by the Authorized signatory of the Security agency.
- (v) 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.
- (vi) PAN copy
- (vii) EPF Registration certificate
- (viii) ESI Registration certificate
- (ix) GST Registration Certificate or Declaration if Annual turnover is below 20 lakhs
- (x) Vendor mandate form.

**cover 2 :Financial bid documents: (SUPER SCRIBED AS FINANCIAL BID)**

- (i) 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 in separate sealed envelope.

Both the covers should placed in another cover and should be super scribed as **"Tender for Providing Security Services at CTSD, AUTONAGAR, GUNTUR Under CGMT,AP TELECOM, VIJAYAWADA "**

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.**

**Last date for submission of Tender: 13:00 hrs of 19-11-2020**

**Tender opening date: 15:00 hrs of 19-11-2020**