



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Cuttack

E-TENDER DOCUMENT FOR
E-TENDER
FOR PROVIDING STATE PRIVATE SECURITY GUARD
IN CUTTACK SSA

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

Rs.590/-

NOTE: Only One Tender form should be used)

No. G-218(Part)/SECURITY TENDER/2017-18/09

Date.18.06.2018

Total number of Pages: -44

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

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Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-I (A)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom District, Cuttack
NOTICE INVITING TENDER

1. On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for providing State private Security Guards in Cuttack Telecom District for period of one year.

Sl No	Item	Particulars
1	Tender Notice No & date	No. G-218(Part)/SECURITY TENDER/2017-18/09 Dtd. 18.06.2018
2	Tender item	Providing State private Security Guards in Cuttack Telecom District.
3	Validity period of contract	One year from the date of agreement
4	Estimated cost of the tender	Rs. 18,50,000/-
5	Tender Document can be downloaded from date	20.06.2018
6	Date of receipt of queries from bidders	Up to 17.00 Hrs of 28.06.2018
7	Reply of queries by BSNL	Before 17.00 Hrs of 30.06.2018
8	Last Date of Submission of Tender	Up to 17.00 Hrs of 10.07.2018
9	Date & Time of Opening of Tender (Technical Bid only)	11.07.2018 at 11:00 Hrs
10	Amount of Bid Security (EMD)	Rs. 37,000/- (Rupees Thirty-seven thousand only) In the form of crossed DD drawn on any nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)
11	Cost of Tender Paper	Rs.590/-(Rupees five hundred ninety only) - Non-Refundable. The payment will be accepted in form of crossed DD drawn on any nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)

Note:- The amount stated above are approximately estimated and BSNL reserves the right to vary the amount to the extent of -25 % to +25 % of specified amount at the time of award of the contract without any change in approved price & other terms & conditions.

Note:- 1 In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.

2(a) The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL & www.odisha.bsnl.co.in and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (HR & Admn), Cuttack, O/o GMTD, Cuttack, 1st Floor, Room No. 201(A), Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender otherwise the bid will not be considered or through online Banking/RTGS/NEFT as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL,O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	majhi_narendra@rediffmail.com
Contact No	0671-2367300, Mobile-9437208766

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

. G-218(Part)/SECURITY TENDER/2017-18/09 dtd. 18.06.2018

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

- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or following the "Tenders" link of the website www.odisha.bsnl.co.in, Crossed DD / Bankers cheque drawn on any Nationalized/Scheduled bank in favour of the **A.O. (Cash), BSNL, O/o GMTD, Cuttack** and payable at Cuttack for **Rs.590/- (Rupees five hundred ninety only)** shall have to be submitted as per procedure prescribed in **Para-15 of Section IV** towards tender fee *failing which the tender bid will be liable for rejection*. The bidder can make **E-payment** as per instruction 2(a).
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.tenderwizard.com/BSNL) as per **Annexure -B . of Section VII**.
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 3(f) The tender paper fee shall not be applicable to **MSE bidders** on production of requisite proof in respect of valid certification from MSME for the tendered item.
- 4(a) **Experience certificate:- The bidder should have experiences in providing STATE PRIVATE SECURITY GUARDS** in BSNL/MTNL/Other PSUs/Central Govt / state Govt / state PSU of **Rs.6,47,500/- taken together during the financial years, 2015-16, 2016-17, 2017-18 & current year**. Experience certificate in this regard is to be issued by an officer not below the rank of **Deputy general manager or equivalent**.
- (b) The Bidder must have license from State home department or state govt odisha to provide State security guard service In cuttack District.
- (C) The documents as listed out in **Section VI** should be uploaded in the E-Tender Portal.
5. **Elegibility criteria:-** The bidder should have the following eligibility
- a) Cost of tender paper & EMD, b) Self attested copy Firm Registration license granted by home department odisha if any c) Self attested copy of GSTIN Registration Certificate & latest return of GSTIN d) Self attested copy of PAN card with latest IT return, e) Certificate for no near relatives in BSNL/DOT/MTNL f) Self attested copy of Experience Certificate for supply of private security guards amounting **Rs.6,47,500/-** minimum for last three financial years (2015-16,2016-17 & 2017-18) and current year issued by any Telecom District of BSNL/MTNL/Central or State Govt. Office/Central & State PSU certificate issued by DGM level officer or equivalent, (g) Power of attorney in original (if applicable), h) Self attested copy of memorandum filled article/ partnership deed/affidavit/proprietorship (which is applicable), i) All pages to be signed. J) Self attested Photo copy of Annual turnover certificate of Rs.19,50,000/- from a registered Chartered Account firm for the financial year (2015-16,2016-17 &2017-18) & Current financial year. The documents as listed out in **Section-VII** should be submitted along with tender paper. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage
- 6 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 201(A), 1st Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 8 General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 9 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate.

DGM (City)
on behalf of GMTD, BSNL Cuttack
Tel No. 0671-2519000
Fax No. 0671-2305000

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

Section I (B)
News paper NIT

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT,
CUTTACK-753012

No. G-218(Part)/SECURITY TENDER/2017-18/09

dtd .12-06-2018

NOTICE INVITING TENDER

On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for providing State private security guard in Cuttack Telecom District for a period of one year.

Last date & time of Submission of tender :- Upto 17.00 hrs of 10.07.2018

For details please visit our websites www.tenderwizard.com/BSNL or www.odisha.bsnl.co.in

DGM (City)
Tel No. 0671-2519000
FAX No. 0671-2305000

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-II (A)
REQUIREMENT

SCHEDULE OF REQUIREMENT

Sl. No.	Descriptions	No. of state private Security Guards
01	State private Security Guard(without ARM)	04nos
02	State private Security Guard(with ARM)	03nos
Sl. No.	Place of Deployment	No. of Security Guard
1	OMP,Square,Cuttack	02 with Arms
2	Telephone Bhawan Main Gate,Cuttack	03 without Arms
3	Door Sanchar Bhawan Link Road,Cuttack(escorting cash)	01 with Arms
4	Door Sanchar Bhawan Link Road,Cuttack Main Gate	01 without Arms

Total -07nos

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-II (B)**SCOPE, SPECIFICATION & DESCRIPTION OF WORK TO BE CARRIED OUT
&
TERMS AND CONDITIONS OF THE CONTRACT**

The scope of the tender is to provide 07 (**Seven**) security guard (May increase or decrease with the discretion of the of Cuttack Telecom District. Cuttack). These works are to be carried out by the security Guards provided by the contractor place wise as per instruction of section in-charge. The work once assigned to be done in the prescribed period can not be delayed and to be completed in time. The work shall be supervised by the I/C of the sections. The Guards are to be present in the sections during office hours for all the working days in a month. The selected bidder should be in a position to start similar type of new work as & when entrusted within 24 hours.

1. **DURATION OF CONTRACT:-** The contract shall be valid for One Year subject to annual renewal based on satisfactory performance.
2. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as ESI, EPF, Workmen's Compensation Act, etc.
3. **The antecedents of security staff deployed shall be got verified by the tenderer from local police authorities and an undertaking in this regard to be submitted to the SDE(General) O/o GMTD,BSNL,Cuttack.**
4. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970, EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Contractor.
5. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of the BSNL authority.. Besides, the Contractor shall also maintain other statutory registers viz.; Leave Register, Payment Register etc.
6. All liabilities arising out of accident or death while on duty shall be borne by the Contractor.
7. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/unclaimed/suspicious objects/person in the buildings/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
8. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the BSNL premises.
9. The Contractor shall have his own Establishment/Set up to provide training of security personnel to ensure correct and satisfactory performance of his duties and responsibilities under the contract. The BSNL reserves the right to physically verify such facilities prior to short listing and, failing which the bid shall be summarily rejected.
10. That in the event of any loss occasioned to the BSNL, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the BSNL, such loss will be made good from the amount payable to the tenderer. The decision of the head of SSA in this regard will be final and binding on the agency.
11. The BSNL shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the competent authority.

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Signature & Seal of bidder with Date

. G-218(Part)/SECURITY TENDER/2017-18/09 dtd. 18.06.2018

12. The Contractor shall be responsible to protect all properties and equipment of the BSNL entrusted to it.
13. The personnel engaged by the Contractor shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of 500/-each occasion. The penalty on this account shall be deducted from the Contractor's bills.
14. The eight hours shift will normally commence from 06:00 hrs. to 14:00hrs., 14:00 hrs. to 22:00hrs. and 22:00 hrs. to 06:00 hrs. But the timings of the shift are changeable and can be fixed by the BSNL from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed.
15. The security personnel deployed by the Contractor shall work under overall supervision & direction of the BSNL. The Institute administration shall specify the services of guards to be obtained in each shift.
16. The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the Contractor and based on the attendance sheets duly verified by an Officer / Official of the BSNL and other supporting documents. No other claim on what ever account shall be entertained by the BSNL . The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.
- a) Contractor shall pay the entitled wages on or before 7th day of each month in respect of previous month.
- b) Payment to such workers must be made by the service providers through the respective Savings Bank Accounts opened for each security personnel engaged by the Contractor for the BSNL Under no circumstances payments will be made in cash.
- c) Monthly dues on account of EPF and ESI in respect of security personnel shall be made by the Contractor to the EPF and ESI authorities without delay. Remittances through Bank Challan/Electronic transfer shall be made for all such security personnel as a distinct group.
- d) While submitting the bill, the Security Agency must file a certificate certifying the following:
- i) Wages of workers were credited to their bank accounts on (date)
- ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on (date)..... (copy of the challan enclosed)
- iii) EPF Contribution relating to workers amounting to Rs. _____ was deposited on (date) (copy of the challan enclosed)
- iv) Compliance to all statutory requirements including those under Labour Laws, Minimum Wage Act etc. The Agency will make sure that the EPF amount is credited to their account every month and the pass book is updated regularly. Leave Salary to the entitled persons will be reimbursed on yearly basis.
17. Any damage or loss caused by Contractor's personnel to the BSNL in whatever form would be recovered from the dues of the Contractor.
18. In case any public complaint is received attributable to misconduct/misbehavior of Contractor's personnel & is assessed as true by BSNL, a penalty may be deducted by the competent authority.
19. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, BSNL reserves the right to impose appropriate penalty as deemed fit.
20. The Contractor shall ensure that its personnel do not at any time, without the consent of the BSNL in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by

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Signature & Seal of bidder with Date

. G-218(Part)/SECURITY TENDER/2017-18/09 dtd. 18.06.2018

the BSNL and shall not disclose to any information about the affairs of BSNL. This clause does not apply to the information, which becomes public knowledge.

21. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.

22. During the course of contract, if any Contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the BSNL shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

23. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the BSNL may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the BSNL from the Contractor.

24. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BSNL, such money shall be deemed to be payable by the Contractor to the BSNL within seven days. The BSNL shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor or from the Performance Security.

25. The Contractor shall not engage any such sub-Contractor or transfer the contract to any other person in any manner.

26. The Contractor shall indemnify and hold the BSNL harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.

27. The bidder should be registered with the concerned authorities of Labour Institute under Contract Labour (R&A) Act 1970 and under Private Security Agency Regulation Act 2005 for operation in the State of Odisha.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-II (C)
SCHEDULE OF RATES

The Schedule of Rates to be paid to the contractor (Bidder) excluding GST (which will be paid by BSNL to the contractor extra as applicable) to provide each employee for one day by the bidder in accordance with per day wages fixed by Dy. Chief Labour Commissioner (C), Bhubaneswar w.e.f. date 01.04.2018 onwards is as under :-

:-

Sl. No	Description	Amount (in Rs.)
1	Minimum wages of one employee w.e.f. date 01.04.2018 onwards as prescribed by Dy. CLC(C), Bhubaneswar as per Govt. of India Gazette published on 04.03.2014, employed watch and ward.	As per rule
2	Employer's (Contractor's) share of EPF contribution for per day per employee @ 12%+ 0.65% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt + 0.01 inspection charge = @ 12 + 0.65+0.50+0.01 =@ 13.15% of amount under column No-3 against sl. No-1 of this table. (EPF component)	As per rule of EPF
		As per rule of EPF
3	Employer's (Contractor's) share of ESI contribution for per day per worker @ 4.75% of amount under column No-3 against Sl. No-1 of this table.	As per rule of ESI
		As per rule of ESI
4	Employer's (Contractor's) service Charges for providing per day one worker in percentage of amount under column No-3 against Sl. No. 1 of this table depending on the area as applicable to be quoted by the bidder in figures & words in the rate sheet of financial bid at Rate Sheet of Section	fixed percentage of Item 1 above

The requirement of minimum 1(one) to maximum No. of 07 guards on any working day of the month for respective sections with the strict condition that maximum number of working days in a particular month which may vary from month to month are permissible in each month for each and every individual to be provided to all sections by the contractor as per actual requirement of concerned section in charge of BSNL, Cuttack SSA.

Note: -

- The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time.
- The Employers (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI Contribution to be paid to the contractor (Bidder) will be based on the rates referred to at Note-1 above.
- The Employer's (Contractor's) share of service charge for providing per day per employee will be in percentage rate of amount of wages per day as on 01.04.2018 and as mentioned in column No.3 against Sl. No-1 of the above table. The above mentioned amounts shown under No.3 against Sl. No.1, 2 & 3 of above table and approved L-1 percentage service charges of the successful bidder against Sl.No.4 for this tender will be allowed to change automatically w.e.f. 01.04.2018 strictly in accordance with per day wages as to be revised and decided by Dy. Chief Labour Commissioner (C), Bhubaneswar.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION – III**SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:**

- 1).The contractor will be responsible for the safety and security of employee employed by him for execution of the work. He will be required to insure each employee as per security laws. The security agency will ensure safe working by observing proper safety precautions.
- 2).The Security agency will be required to abide by the labour laws enacted from time to time by the state govt. Maintenance and observance of any or all of the statutory security laws will be the sole responsibility of the Security agency. The claims arising out of injury, causality or anything else to the employee employed by the Security agency will be the sole responsibility of the agency.
- 3). The payment should be made as per the security laws subject to maximum number of working days in a calendar month.
- 4).Under the provisions of the security guard's compensation Act, in case any compensation is paid by BSNL to a employee employed by the agency in execution of the work the same will be recovered from the agency either from the bill preferred by him or by adjustment from his security deposit money.
- 5).Before commencement of work, the contractor should obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act. 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.
- 6).The contractor should ensure that no employee below the age of eighteen years is employed by him on the work.
- 7).The wages paid by the contractor to the employee employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.
- 8).Under the provision of minimum wages Act.1948 and the minimum wages (central Rules), 1950, the contractor should allow the employees employed by him on work one day rest against six days continuous work.
- 9).The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.
- 10).The contractor should comply with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by him.
- 11).The contractor shall maintain a Register of persons employed on work on contract in from XII of the C.L (R& A) Central Rules, 1971.
- 12).The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.
- 13).The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for employees employed by him.
- 14).The contractor shall allow inspection of all the prescribed employee records to any of his workers or to his agent at a convenient time and place, after due notice is received or to the labour officer or to any other person authorized by BSNL on its behalf.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-IV

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

A) DEFINITIONS

- (a) **“The User”** means the GMTD, Cuttack, Orissa Circle, Bharat Sanchar Nigam Limited acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) **“The Bidder”** means the individual or firm or Security agency who participates in the tender and submits its bid.
- (c) **“The Contractor”** means the individual or firm or Security agency providing security guard works under the contract.
- (d) **“The Service”** means the Security Guards which the contractor is required to provide to the user under the contract.
- (e) **“The letter of intent”** means the intention of the user to place the work order on the bidder.
- (f) **“The work order”** means the order placed by the user on the contractor signed by the user including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the document.
- (g) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) SCOPE OF TENDER:

The scope of the tender is to provide **07 (Sven) Guards** (May increase or decrease with the discretion of the General Manager Telecom District, Cuttack), to carry out the work as detailed in **Section-II (A)**

3. ELIGIBLE BIDDERS

As per clause-5 of NIT, Section-1(A)

(The individual/firm/company/Security Agency black listed by BSNL can not participate in the tender)

4. COST OF BIDDING

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

5. BID DOCUMENT

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	NOTICE INVITING TENDER	I (A)
2	NEWS PAPER NIT	I (B)
3	REQUIREMENT OF SECURITY GUARDS UNIT WISE	II (A)
4	SCOPE, SPECIFICATION & DESCRIPTION OF WORK TO BE CARRIED OUT	II (B)
5	SCHEDULE OF RATES	II (C)
6	SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS	III
7	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	IV
8	FINANCIAL BID (RATE SHEET)	V
9	CHECK LIST OF DOCUMENTS	VI
10	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES ETC	VII

6. CLARIFICATION ON BID DOCUMENTS

- 6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority’s mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 14 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 6(b).** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

7. DOCUMENTS TO BE SUBMITTED FOR BID

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG/SD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm/individual. In case contract has already been awarded to the bidder, then PBG/SD would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L of Section-VII**.

8. AMENDMENT TO BID DOCUMENT

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

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585 , between 10:30 hrs to 17:00 hrs from 20.06.2018 to ...10.07.2018 twhelpdesk404@gmail.com
BSNL Contact-1	Shri. N.C.Das, AGM (HR&Admn)) O/o GMTD Cuttack Tel.No.0671-2305900....., Mob.No...9437265124..... between 10:30 hrs to 17:00 hrs from 20.06.2018 to.....10.07.2018 & email id-nd2987@gmail.com
BSNL Contact-2	Shri P.K. Sahoo SDE (General) O/o GMTD BSNL Cuttack, Tel.No.0671-2367077....., Mob.No...9437227888..... between 10:30 hrs to 17:00 hrs from 20.06.2018 to..10.07.2018 email id-pksahoo68@rediffmail.com

9. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per **Clause 15 of this Section**.

10. BID FORMS

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

11. BID PRICE

The bidder shall quote rate as per schedule given in **Section V**.

12. COMPLIANCE

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

13. A. BID SECURITY/EMD

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- a) The bidder must deposit the amount as Bid Security (EMD) as per NIT, Section-1 (A) . The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT, in the form of crossed DD from any Nationalized / Scheduled bank drawn in favour of AO (Cash),O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as per **clause 2(a) of Section-1(A).**
- (b) The successful bidder's bid security will be released on receipt of their LOI and furnishing the performance bank guarantee.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- (e) The MSE units shall be exempted from submission of BID security(EMD) deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- a. If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated costs of tender, or,
- b. The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- c. withdraws his bid during the period of bid validity specified by the bidder in the bid form;

14. FORMAT AND SIGNING OF BID

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

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

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

14.3 Power of Attorney

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

Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authorized signatory should be attested by the company's / firm's banker.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per NIT
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable).

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- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription "Tender for Providing State Private Security in Cuttack Telecom District, NIT No. No. G-218(Part)/SECURITY TENDER/2017-18/09 addressed to **AGM (HR&Admn) O/o GMTD, Cuttack should reach, Door sanchar Bhawan, 1st Floor Room No-201(A), O/o G.M.T.D, Cuttack Link Road, Cuttack-753012** by Registered/ Speed Post or by dropping in the Tender Box available in the **Room No. 201(A)** of above address, in due date and time. If any postal delay, the document can not be entertained and will be returned.
- ii. The scanned copies of the crossed DD towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD.

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per **Section VI** in the appropriate place of the e-Tender Portal.

Part C: The third part relates to uploading of **Financial Bid** containing the Price schedule in **excel format** filled carefully in the appropriate place of the e-Tender Portal.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bid must be quoted online by the bidders before the locking/closing time of the bid as per NIT
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- a. After the Locking Time, no bidder can submit the bid.
- b. The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- c. No bid shall be modified subsequent to the deadline for submission of bids as above.

17. BID OPENING AND EVALUATION

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

18. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "**Room-201(A), 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012**", where BSNL's Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

19. PRELIMINARY EVALUATION

19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.

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- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 19(c). For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.
- 19(f). The tendering authority reserves the right to verify all the original documents prior to opening of Financial bid

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 20(a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 20(b). L-1 will be evaluated on lowest value quoted, considering only the substantially responsive bids.
- 20(c). Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders as per the norms of multiple bidders i.e one bidder 100% ,two bidders 60:40

21. CONTACTING THE TENDERING AUTHORITY

- 21(a). Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21(b). Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

22. AWARD OF CONTRACT & CONTRACT PERIOD

- 22(a) The BSNL shall consider award of contract only to the eligible bidder whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to the bidder whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for one year** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one **year** and can be extended for another **one year** with same approved rates & with same terms and conditions of the tender.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VII** for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 21/2 (two & half) years in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttack. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.
- 22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- i. The successful L-1 bidder do not execute agreement as per tender condition or unsatisfactory service by the contractor.
 - ii. Theft or misappropriation of articles of BSNL by the employees of contractor.
 - iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.

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- iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

23. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

24. PREPARATION & SUBMISSION OF BILL

Each claim bill of contractor must accompany the following documents: -

- a. Copy of Attendance Sheet for the month for which the bill is claimed.
- b. Copy of wages Register extract mentioning the details of wages in respect of each security Guards duly countersigned by the Controlling officer for the month for which the bill is claimed.
- c. Certificate from the controlling officer of the section/unit, mentioning the details of the work carried out by the engaged security guard.
- d. E-payment receipt in original from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on _____ (date).
- e. A list of Guards engaged against the work order each month.
- f. The copy of receipt towards payment of EPF, ESI, etc. along with list of workers indicating the EPF/ ESI code, amount etc against each security guard (beneficiary), for the previous month.
- g. Copy of the Work Order issued by concerned officer.
- h. List of Guards along with bank A/c No., EPF A/c No. ESI A/c No.
- i. The contractor has to submit the payment challans of statutory dues, i.e., for GST, EPF, ESI, etc. along with the bill for the last month of the tender period in addition to other documents as mentioned above.

The above bill shall be submitted by the contractor to the General Section, of this office by 7th of the following month positively.

25. DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender, the decision of GMTD Cuttack shall be final and binding on all concerned.

26. DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the security guard obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

27. PENALTY CLAUSE

- a) In case of failure to provide the security guard exceeding 3 days from the date of requisition, a penalty of 5% of the service charge per security guard per week will be levied and deducted from the bill.
- b) The qualified bidder should pay the wages to the security guard on or before 7th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part thereof will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) The bills should be submitted within 7th of every bills month. **For delay of 1 week 0.2% of total value of service charge** will be deducted from the bill; for **one month delay 5% of total value of service charge** will be deducted.
- e) However the GM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the qualified bidder.

28. Termination of Contract by BSNL

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service supplier, terminate this contract in whole or in part

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- a) If the service supplier fails to deliver his service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 b) if the service supplier fails to perform any other obligation(s) under the Contract.

29. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

a. The user reserves the right to increase or decrease the quantity from what is specified in the schedule of quantities, without any change in unit price or other terms and conditions depending on actual requirement.

b). The General Manager, Telecom District, Cuttack shall supervise the work through his representatives.

In case of any dispute arising during the execution of the work, the decision of the General Manager, Telecom District, Cuttack shall be final & binding.

c). The Security Guards, supplied by the bidder, if at any point of time found to be doing any alterations, deletions, additions to the official records given to him without the permission of the supervising authority, will be viewed seriously and the following action will be taken.

d). The qualified bidder is liable to comply with all statutory requirements of labour laws in so far as payment to full time security Guards concerned and their entitlements like EPF, ESI etc. The records maintained in this respect are subject to inspection by BSNL or any other statutory body. If BSNL is required to pay any amount in any connection it will be at the risk & cost of the qualified bidder..

e). The security guard engaged by the qualified bidder may be covered under ESI and EPF scheme by himself as per rules.

The qualified bidder will issue employment cards to engaged Security Guards .

30. RIGHT TO VARY QUANTITIES & PERIOD

BSNL will have the right to increase or decrease up to **25% quantity** of security guard without any change of terms and conditions at the time of award of the contract.

31. ANNULMENT OF AWARDS

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

32. PERIOD OF VALIDITY OF BIDS

(a) Bid shall remain valid for **120** days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.

(b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

33. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

34. REJECTION OF BID

The bid will be rejected in case of :-

- i. Non-submission of required documents as per **Section VI**.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security & document fee
- iv. Incomplete of bid

35. DEBARRING CONDITIONS

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting security guard obligations against earlier contract entered into with BSNL.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

36. NEAR-RELATIONSHIP CERTIFICATE

36.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid

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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.

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

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

36.4. The format of the certificate is given in Annexure-D of Section-VII.

37. **VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

38. Force Majeure:

If 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 reason 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

39. Arbitration:

- In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.

There should not be a joint submission with contractor to the sole arbitrator.

- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The "point of defence" will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

40. Set Off:

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider

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shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

41. COURT JURISDICTION

41.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

41.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

42. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Cuttack of Odisha Circle only.

A. General:

- Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
- It is advised that all the documents to be submitted (**Section VI**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- While uploading the documents ,it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

Financial bids & Technical bids shall be submitted by the bidder at the same time.

C. Broad outline of activities from Bidders perspective:

- Procure a Digital Signature Certificate (DSC)
- Register for Electronic Tendering System (ETS) in e-Tender Portal.
- Create Users and assign roles on ETS
- View Notice Inviting Tender (NIT) on ETS
- Download Official Copy of Tender Documents from ETS
- Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- View response to queries posted by BSNL, through addenda.
- Bid-Submission on ETS
- Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- Post-TOE Clarification on ETS (Optional)
- Respond to BSNL's Post-TOE queries
- Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

D. Digital Certificates

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

E. Registration

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. Requirement payment is to be made in e-payment, as instructed.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

Read, Understood, Complied & agreed

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It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

The General Manager Telecom District Cuttack has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585 , between 10:30 hrs to 17:00 hrs from 20.06.2018 to 10.07.2018 twhelpdesk404@gmail.com
BSNL Contact-1	Shri. N.C.Das, AGM (HR&Admn) O/o GMTD BSNL Cuttack Tel No.0671-2305900....., Mob No9437265124..... between 10:30 hrs to 17:00 hrs from20.06.2018 to10.07.2018 email id-nd2987@gmail.com
BSNL Contact-2	Shri P.K. Sahoo, SDE (General) O/o GMTD BSNL Cuttack, Tel No. 0671-2367077.....Mob No9437227888..... between 10:30 hrs to 17:00 hrs from20.06.2018 to ...10.07.2018 email id- pksahoo68@rediffmail.com

43. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.tenderwizard.com/BSNL latest by 7 days before from the date of closing of the tender as noted in NIT, which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

44. IMPORTANT INSTRUCTIONS

a. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

b. Public Online Tender Opening Event (TOE)

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". 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. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of „Online Tender Opening Event (TOE)". This is available to all

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participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).

Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders' end to access and use e-Tender Portal:
- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - Broadband connectivity.
 - Microsoft Internet Explorer 6.0 or above
 - Digital Certificate(s)
- viii. Helpdesk for Vendors
- Vendors may contact the M/s ITI Limited Helpdesk personnel given in **Clause-8(d)** of this section, for any type of assistance/help, which they may require while uploading the bids.
- c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected bidders of other cluster of the SSA at approved rate and conditions of contract.

Read, Understood, Complied & agreed

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SECTION-V**FINANCIAL BID**
RATE SHEET

Sl. No	Descriptions of Guards	Rate quoted price in Rs. Per guard per day	
		In figure	In word
1.	State private security Guard without Arms		
2.	State private security Guard with Arms		

Note:-

1. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies
2. Evaluation will be made on the Gross total of all items as above
3. L1 will be the lowest gross total of items.

Place: _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, Understood, Complied & agreed**Signature & Seal of bidder with Date**

SECTION-VI
CHECK LIST OF DOCUMENTS

The following documents (scanned copy) are required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole Tender Document			
2	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
3	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
4	Self attested Photo copy of Valid Registration certificate of firm or Individual, to undertake the providing of security Guards				
5	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner/State Home department odisha if any.				
6	Self attested Photo copy of Experience as per clause 4(a) DNIT	As per NIT			
7	Self attested Photo copy of Valid PAN Card with up-to-date return				
8	Self attested Photo copy of Valid EPF registration certificate with proof of up to date payment				
9	Self attested Photo copy of Valid ESI registration certificate with proof of up to date payment				
10	Self attested Photo copy of Valid GST registration certificate with proof of up to date payment				
11	Self attested Photo copy of Annual turnover certificate of Rs.19,50,000/- from a registered Chartered Account firm for the financial year (2015-16,2016-17 & 2017-18) & current financial year.				
12	Self attested Photo copy of Power of Attorney and Attestation of Specimen Signature by the firm or Company's bank as per tender document, if applicable (See Para-14.3 of Section-IV)				
13	Self attested Photo copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				
14	Undertaking to submit labour license for those many number of labourers for which he will be awarded within two months from issue of work order, if he does not possesses the license of such labourers. Annexure-M.				

Cont.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
15	Self-Attested copy of the Check list duly filled in	Section-VII			
16	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.	Section- VII Annexure-B			
17	Self-Attested copy of Clause by clause compliance duly filled and signed.	Section- VII Annexure-C			
18	No near relative certificate duly filled in and signed	Section- VII Annexure-D			
19	Self-Attested copy of Declaration for Downloading the tender Document	Section- VII Annexure-E			
20	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section- VII Annexure-G			
21	Self-Attested copy of the Integrity Pact duly filled and signed	Section- VII Annexure-H			
22	Tenderer's profile duly filled in and signed	Section- VII Annexure-I			
23	Master Vendor Form	Section- VII Annexure-J			
24	Self-Attested copy of Bid form duly filled and signed	Section- VII Annexure-K			
25	Undertaking regarding genuineness of the documents/information submitted	Section- VII Annexure-L			
26	Undertaking to submit Labour Lincence	Section- VII Annexure-M			

The bidder has also to ensure if he has filled the quoted price applied for, in excel format in the appropriate place of the e-tender portal.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

SECTION-VII**LIST OF ALL TYPE OF FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.
6	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8	ANNEXURE-H: INTEGRITY PACT
9	ANNEXURE-I: TENDERER'S PROFILE
10	ANNEXURE-J: VENDOR MASTER FORM
11	ANNEXURE-K: BID FORM
12	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
13	ANNEXURE-M: UNDERTAKING TO SUBMIT LABOUR LINCENCE

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-A
AGREEMENT FOR ENGAGEMENT OF STATE PRIVATE SECURITY GUARD IN CUTTACK
TELECOM DISTRICT
(On Rs. 100.00 Non-judicial stamp paper)

An agreement made this between GMTD, Cuttack hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: Provision of State Private Security guard in Cuttack Telecom District on day-to-day basis to be engaged by the agency on each working day as and when required on need basis during each calendar month under the jurisdiction of concerned site engineer/Executive of Cuttack Telecom District individually & separately. Details of Scope, Specification and Job Description is as per the details given in **Section-II (B)** in the original tender document.

Vide Tender No..... dated

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No.....Dt

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document to provide the required nos. of security guard, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the provision, execution and completion of the said works, the BSNL hereby agrees with the contractor that the BSNL will pay to the Contractor the representative amounts for the workers done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to.....
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act 1948 described in this tender document from Clause No.1 to 14 of Section –III and any other instruction issued by the Govt. of India from time to time.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

7. The contractor hereby under takes that the security guard deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.

8. The contractor hereby under takes that a formal deployment letter to the security guard will be issued by him stating the points which the security guard has to follow during the period of deployment after the signing the agreement.

9. Performance Security Deposit of Rs.....is furnished below:-
Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ TDR NO/DD No. Dt..... of (bank)and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Witness

Party on the first part

(BSNL side)
1. Signature
Name & address

DGM(City)
on behalf of GMTD, Cuttack

Party on the second part

(Contractor side)
2. Signature
Name & address

Name, address & signature of the contractor with seal of the company

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “http://www.odisha.bsnl.co.in” or **www.tenderwizard.com/BSNL** and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:_____

Date:_____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
_____ resident of _____

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

Signature of the bidder _____

Name : _____

Note: The near relatives for this purpose are defined as :

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:
Date:

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-F**Proforma for Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 ½ years)

Dated:.....

Sub: Performance guarantee.

1. Whereas DGM (City), O/o GMTD, BSNL Cuttack R/o
 (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. Dated
/...../20..... awarding the work of to M/s
 R/o
 (hereafter referred to as "Bidder") and GMTD,
 BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (City), O/o GMTD, BSNL
 Cuttack of Rs./- (hereafter referred to as "P.G. Amount") valid up to
/...../20..... (hereafter referred to as "Validity Date")

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

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

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

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(b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) O/o GMTD, BSNL, Cuttack.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-G

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

To
The DGM (City)
O/o GMTD, Cuttack

Sub: Authorization for attending bid opening on _____ (date)

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

- 1 Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-H**INTEGRITY PACT****Between**

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

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1- Commitments of the principal

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

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

- (1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

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- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8- External Independent Monitor/ Monitors

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

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

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

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

Section 9- Pact Duration.

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

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

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
.....

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

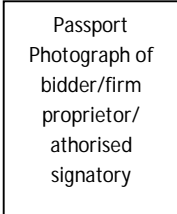
Date.....

Witness 2:

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-I
TENDERER'S PROFILE



General:-

- 1. Name of the tenderer/firm _____.
- 2. Name of the person submitting the tender Shri/Smt _____ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
- 3. Address of the firm/tenderer: (Present & Permanent)
 -
 -
- 4. Email ID
- 5. Tel No. (with STD code) (O) (Fax) (R) (M)
- 6. Registration & incorporation particulars of the firm (in case of firms)
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

- 7. Name of proprietor/Partners/Directors
- 8. Tenderer's bank, its address and his current account number
- 9. Permanent Income Tax number, Income Tax Circle
- 10. Infrastructure capabilities.
- 11. Details of Technical and supervisory staff:
- 12. GST No.
- 13. EPF Code No.
- 14. ESI registration No.

I/We hereby declare that the information furnished above is true and correct.

Place & Date:-

Signature of tenderer/authorized signatory

Name of the tenderer

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-J



VENDOR MASTER FORM



(The details listed will be used for making all payments against Pos/WOs/refund of EMDs/SDs, intimation of payments by email, issued of TDS certificates, C Form for CST purchase etc)

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email_Id (Mandatory for E-tendering) :

Name of Contract Person : Mobile No.

Contact Details

PAN :

GST Regd. no :

LST (Local VAT reg No) CST Reg No. :

Tax registration no : (for Foreign Vendors)

Income Tax Exemption details

IT exemption no. IT exemption rate :

IT Exemption date

IT exemption date from IT exemption date to

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

Type of Account : Saving (1) Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

(Enclose a blank Cheque/a photocopy of the Cheque to verify A/c No. & Bank details

Industry Status

Micro/SSI Status : Yes No

- I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
- I/We here authorize BSNL to reduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 - If Excise Registration/GST Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever applicable.
 - If Bank particulars are not provided, the payment will be made by Cheque only.
 - If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

**ANNEXURE-K
BID FORM**

To
The General Manager
Telecom District, Cuttack-12

Bidder reference No. date

Dear Sir,
Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry out state private security guard work in Cuttack Telecom District in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.

We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

Date this day of (the year)

Signature of authorized signatory

In capacity of

Duly authorized to sign the bid for on behalf of

Witness

Address

Signature

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-L

**UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION
SUBMITTED**

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for state private security guard work in Cuttack Telecom District) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, Understood, Complied & agreed

Signature & Seal of bidder with Date

ANNEXURE-M**UNDERTAKING TO SUBMIT LABOUR LINCENCE**

I, Sri/Smt/M/s _____ (Name of the Contractor)
do hereby undertake to submit the labour license for the required number of labourers for which I/We
will be awarded for providing labourers within two months of issue of work order as I do not possess
the license of such labourers at present.

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

Read, Understood, Complied & agreed**Signature & Seal of bidder with Date**